

NELTON NELSON, LLC 180 John D Wardlaw Way, HARTFORD CT 06106  
INVITATION TO BID # 1921-20NN REFUSE, RECYCLING, BULKY WASTE REMOVAL AND RELATED SERVICES

## NELTON NELSON, LLC

180 John D. Wardlaw Way  
Hartford, CT 06120

### INVITATION FOR BIDS FOR NELTON NELSON, LLC # 1921-20 REFUSE, RECYCLING, BULKY WASTE REMOVAL AND RELATED SERVICES

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Released Friday, February 28, 2020

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- Section 1: Special Instructions to Bidders
- Section 2: Scope of Services
- Section 3: Bid Price Form and Contractor Information (*signature required*)
- Section 4: General Terms and Conditions

#### ATTACHMENTS:

- Acknowledgement of Addenda (*signature required*)
- Sample Contract
- Nelton Nelson, LLC Special Conditions for Non-Construction Contracts

#### SCHEDULE OF EVENTS:

- |                              |   |
|------------------------------|---|
| Solicitation Issuance        | Friday, February 28, 2020   |
| Independent Site Inspections | Site inspections independently conducted prior to bid opening ( <i>refer to Section 1 Paragraph 1.2</i> ) |
| Last Day for Questions       | Thursday, March 19, 2020 by 5:00 pm   |
| Bid Opening                  | Thursday, March 26, 2020 @ 2:00 pm  |
| Award/Contract Effective     | On or around May 1, 2020  |

**BONDS ARE NOT REQUIRED FOR THIS BID  
INSURANCE WILL BE REQUIRED OF THE SUCCESSFUL CONTRACTOR**

## SECTION 1 INSTRUCTIONS TO BIDDERS

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### 1.1. INTRODUCTION

Nelton Nelson, LLC (the "Customer") is issuing this Invitation for Bids ("IFB") seeking to contract with one vendor (the "Contractor") to provide timely, consistent and cost-effective refuse, recycling, bulky waste removal and related services at Nelton Court, 45 Alan Green Way and 13-17 Nelson Street, Hartford CT consisting of 88 units total. The Customer reserves the right to make one award under this IFB. Any obligations of those submitting bids in response to this IFB ("Bidders") continue to be obligations of Contractor(s) when awarded.

*Term Contract.* The term of the contract resulting from this solicitation (the "Contract") will be for three (3) years commencing on the date of award. Upon satisfactory completion of the initial term of the Contract, the Customer may extend the term of this Contract for two additional one-year terms at its sole option at the prices initially bid by each successful Contractor. The Customer shall provide Contractor with written notice of its intent to extend the Contract at least ninety (90) days prior to the expiration of the then current Contract term.

*Quantities.* The Customer may increase or decrease the locations to be served with this contract as well as make minor adjustments to the scope of work in order to meet increased or decreased needs during the term of the contract. If any such changes cause an increase or decrease in the cost or the time required for performance, or otherwise affects any other provision of the Contract, an equitable adjustment shall be made and the contract will be modified in writing accordingly. The Customer reserves the right to make partial or full award of the services described below.

*Non-Exclusive.* The Contract is not an exclusive contract and there is no guarantee as to the amount of work to be assigned for any particular period of time. The Customer reserves the right to go out to separate solicitation for major projects or for assignments not covered by the Scope of Services described in this IFB.

### 1.2. INDEPENDENT SITE INSPECTIONS

Bidders are strongly encouraged to conduct independent site inspections to avail themselves of the general conditions that exist for each of the locations specified in the Scope of Services and are encouraged to ask questions by email if clarification is needed after a site inspection is conducted. All questions should be emailed to [bids@hartfordhousing.org](mailto:bids@hartfordhousing.org). Please put the words REFUSE REMOVAL NELTON NELSON on the subject line. Bidders are responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which might affect the work or the cost thereof prior to submitting a bid. Failure to inspect will not be grounds to alter Contractor's responsibility to successfully perform the work without additional expense to the Customer.

### 1.3 QUESTIONS AND COMMUNICATION

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All questions must be put in writing to the Contact named below no later than 5 calendar days before the due date for the submission of bids. The intent of this requirement is to assure that all Bidders are in receipt of the same information and to allow the Customer sufficient time to post questions and answers in an Addendum to this IFB. The Customer reserves the right to use its discretion in issuing Addenda for questions and answers; only those questions and answers which might materially affect a vendor's bid will result in an Addendum. It is the responsibility of each Bidder to check the Customer's website: [www.hartfordhousing.org](http://www.hartfordhousing.org) for a copy of all Addenda issued for this IFB.

SOLE CONTACT

Ben Bare  
General Counsel  
180 John D Wardlaw Way  
Hartford, CT 06106  
email: [bids@hartfordhousing.org](mailto:bids@hartfordhousing.org)  
[www.hartfordhousing.org](http://www.hartfordhousing.org)

1.4. BID DEADLINE AND DELIVERY

Bidders must deliver in a sealed package one (1) original, and one (1) copy of their bid to the following location no later than **2:00 PM on Thursday, March 26.**

Deliver to:

Nelton Nelson, LLC  
Attention: Bid Department  
180 John D Wardlaw Way  
Hartford, CT 06106

To assure proper receipt and handling of bids, the outside of the package must be clearly marked with Bidder's Name and Address, and the words:

*SEALED BID*  
*IFB # 1921-20 NELTON NELSON REFUSE, RECYCLE AND BULKY WASTE REMOVAL SERVICES*

1.5. BID FORMAT

The following documents must be completed and returned by all Bidders:

- Acknowledgement of Addenda

1.6. RIGHT TO VERIFY INFORMATION

The Customer reserves the right to verify any and all information provided in each bid. If there is evidence of misleading or false information, the Customer may, in its discretion, reject the Bidder's submittal.

1.7. BID EVALUATION

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The Customer will assign an agent to review each bid to determine if it substantially complies with the requirements and procedures contained in this IFB. Bids that are not in substantial compliance will not be considered further.

Evaluation will include all costs provided for in each bid, as well as any one or more of the following: operational and financial capacity to perform, demonstrated record of integrity and business ethics, quality of prior performance. In the event of indefinite quantities, the Customer may apply hypothetical or prior year experience to identify the lowest, responsible bidder.

The Customer may accept or reject any and all bids as well as waive minor irregularities as may be permitted by law when it is deemed that such action will be in the best interest of the Customer.

#### 1.8. BIDDER QUALIFICATIONS

Contractors must be properly licensed to do business within the State of Connecticut. Bidders must have been in the refuse removal business for a minimum of 5 years prior to bid submission. The successful Contractor must have a person available during normal business working hours to address any problems or complaints of the Customer. The Customer may make such investigations deemed necessary to determine the ability of the Contractor to perform the services outlined in the scope of work. If requested, the Contractor shall provide the Customer with all such information and data for this purpose. The Customer reserves the right to reject any bid if the evidence submitted by or derived from an investigation fails to satisfy the Customer that the Contractor has the capacity to carry out the obligations of the Contract and to complete the work specified in this IFB.

#### 1.9. AWARD OF BID

Award will be made to the lowest responsive and responsible Bidder.

#### 1.11. PRICING

All offers shall be firm for a period of ninety (90) days following the bid opening date.

Pricing shall include all charges necessary to fulfilling the terms of the Contract.

The Contractor warrants that the per unit pricing stated herein shall remain firm for the duration of the initial three (3) year term of the Contract. Notwithstanding the foregoing, the Customer will make pricing adjustments during the initial three-year term as well as during any extension only to the extent such adjustments are necessary as a result in a verified tipping fee increase. Such increases are strictly limited to the proportionate tipping fee increase related to each pickup location and may not include any increased profit or overhead for the Contractor. Upon receipt of notice of the Customer's intent to extend the Contract the Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately following its receipt of notice. During this thirty (30) day period, the Contractor may submit a request in writing to the Customer for a price adjustment that is consistent with and relative to price changes consistent with market trends in the industry and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such market data as support the requested adjustment. The Customer may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next renewal of the Contract. If approved, price adjustments become effective ten (10) days after the date of

the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

#### 1.12. SUBCONTRACTING

The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this Contract without the prior written consent of the Customer.

#### 1.13. CONDITIONS OF CONTRACT

This IFB, including all attachments, together with the Contractor's bid will form the entire agreement between the Contractor and the Customer. No exceptions to the Sample Contract attached to this IFB are allowable.

In the event additional services are required that have not been awarded, the Customer will have the sole and exclusive right to seek the services on the open market.

The person signing the bid on behalf of the bidder must be authorized to commit the bidder in contractual matters.

## SECTION 2 SCOPE OF SERVICES

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### 2.1. GENERAL

It is the intent and purpose of this Invitation for Bids (IFB) to establish a term contract with one qualified firm (the "Contractor") to provide timely, consistent and cost-effective refuse, recycling, bulky waste removal and related services at Nelton Court and Nelson Street, 88 multi-family units located at 45 Alan Green Way and 13-17, 17-19 Nelson Street, Hartford. The Contractor will also provide new dumpsters and cans when necessary, provide repair services for dumpsters and cans where practicable.

2.1.1. The Contractor shall provide all labor, equipment, materials, landfill fees and supplies necessary to collect and dispose of refuse generated by the Customer. Contractor must be properly licensed and insured and must obtain all permits and registrations required by the City of Hartford and any other applicable entity or agency to perform this contract.

2.1.2. The Contractor shall:

- Repair and repaint refuse containers as necessary.
- Provide substitute refuse containers when maintenance or repair is being performed on containers normally provided.
- The Contractor shall respond within two (2) hours to all repair and/or service calls and shall replace any refuse component of the container that requires repeated maintenance/repair service.
- Exchange Contractor provided refuse containers at no additional cost if the Customer determines containers are unsightly, damaged or unusable.

2.1.3. All dumpsters must be picked up, emptied and returned on a regularly scheduled day, once per week, as agreed upon between the Contractor and the Customer. Garbage and refuse spilled during collection process must be swept up and removed by the Contractor's employees during the occurring pickup and prior to leaving the serviced location

2.1.4. Pick-up Issues: Many of the dumpster sites are located where access is limited at times. When a scheduled pickup cannot be made, due to any reason, the Contractor should contact the Customer the same or following work day to reschedule the pickup for no later than the next day.

2.1.5. Dumpster enclosure damage: In the event dumpster enclosures are damaged by the Contractor's driver, it will be the Contractor's responsibility to pay for dumpster enclosure repairs and/or replacements.

2.1.6. The Customer reserves the right to adjust the size, and/or number of containers on an as need basis, frequency of pickups, as well as increasing/reducing the number of locations necessary for pickup during the term of the Contract. The per additional unit cost for each container will be reflected through the issuance and approval of a written Amendment to the Contract.

## 2.2. PRICING STRUCTURE

2.2.1. Contractor must provide itemized monthly billing for each unit serviced. The Customer will not pay for any missed (and not rescheduled) pickups during a billing period. Contractor may only bill for the actual number of pickups made.

2.2.2. Additional services: Any/all additional services will require written approval by both parties via an executed Amendment to the Contract.

## 2.3. PAYMENT

Payment will be made as outlined in the Nelton Nelson, LLC Special Conditions for Non-Construction Contracts.

## 2.4. HOURS

The Customer will not be open for regular refuse service pick-up on the listed holidays below. Should a regular pick-up fall on the holiday as listed below, the Contractor shall pick up the refuse on the next business day or make arrangements with the Customer.

New Year's Day;  
Martin Luther King's Day;  
President's Day;  
Good Friday;  
Memorial Day;  
Independence Day;  
Labor Day;  
Columbus Day;  
Veteran's Day;  
Thanksgiving Day;  
Day after Thanksgiving; and  
Christmas Day

## 2.5. INVOICING

The Contractor shall submit monthly invoices to the Customer and shall include on each invoice:

A. Contractor's Federal Tax Identification Number

B. Purchase Order Number

Invoices must be prepared by individual Property name, number of containers serviced per property, container unit cost equals (=) cost per property and include all charges specific to the individual property. At no time shall properties be combined on any invoice. Charges for repair or service of containers or compactors must be shown in a separate section of each invoice. All invoices are subject to acceptance of work performed in accordance with the Contract and this IFB document. Any and all additional services will require prior written approval by both parties via an executed Amendment to the Contract.

2.6. PROPER CONDUCT

The Contractor's employees shall adhere to proper conduct at all times. Proper conduct includes, but is not limited to the following:

- No weapons, drugs or alcohol are allowed on any Customer premises.
- No smoking is allowed on any Customer premises.
- No exterior doors are to be left opened or unlocked.
- Contractor and personnel are expected to be polite and courteous at all times.

2.8. PURCHASE ORDERS

No work shall be performed under the Contract until a Purchase Order has been issued by the Customer.

2.10. PROBLEM RESOLUTION

The successful bidder shall provide the Customer with the names, telephone numbers, fax numbers and email address to contact when problems arise. The document should clearly indicate who to contact based on the given situation. Company must guarantee a call back within two hours, normal working hours of 8:00 am to 5:00 pm Monday through Friday.

**SECTION 3  
 BID FORM**

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The undersigned Bidder agrees to provide for the timely, efficient and healthful hauling and disposal of non-hazardous and non-infectious solid waste at each of the locations listed. All equipment is owned by the Customer unless otherwise specified. Bid prices must include all service, dumping fees, State mandated fees for disposal of solid waste and any other items of cost not mentioned, but considered customary for such service. The Customer will not pay any additional charges during the term of this contract, except as allowed for additions, deletions and increases to State mandated tipping fees.

	Price/measure	Monthly
ADD/DELETE DUMPSTER per yard/month		
ADD/DELETE PLASTIC WHEELED CONTAINER per gallon/month		
ADD/DELETE COMPACTOR per yard/month		
<b>RENTAL CHARGES</b>		
DUMPSTER RENTAL per yard/month		
PLASTIC WHEELED CONTAINER		

**REFUSE & RECYCLING SERVICES** – Trash to be picked up weekly, recycles to be picked up bi-weekly. Services to be billed monthly.

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PROPERTY / ADDRESS	SCOPE			MONTHLY PRICE
	TYPE OF SERVICE	DUMPSTER OR PLASTIC WHEELED CONTAINER SIZE	QTY.	
1) Nelton Court – Alan Green Way, Hartford, CT	Trash	8 yard	5	
1b) RENTAL of Contractor Provided Dumpster		8 yard	5	

**OTHER COSTS**

Cost of dumpster replacement	\$ _____ / ea.
Cost of Bulky Waste Pick-up per call from Customer.	\$ _____ / ea.

Any additional costs not otherwise listed in the Scope of Work contained in this IFB require prior written authorization.

**CONTRACTOR INFORMATION:**

1. Owner of the Company \_\_\_\_\_
2. List the number of years in business \_\_\_\_\_
3. Is your business full or part-time? \_\_\_\_\_
4. List the number of temporary workers and their position titles employed on a regular basis (attach list)
5. Do you maintain an office that is staffed during normal daily working hours? \_\_\_\_\_
6. Who is the Customer's contact person for this Contract?  
 Name: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_
7. List at least three (3) references of firms to which your company has provided similar services within the past year.
8. What equipment will you use to perform the services in this IFB?



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(Use a separate sheet of paper, if necessary, to list all equipment and material, include make, model, registration #'s):

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By signing and submitting this bid form, the Contractor certifies the following:

1. This bid is signed by an authorized representative of the Contractor.
2. The Contractor can obtain insurance certificates as required within 10 calendar days after notice of award.
3. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost if applicable.
4. All labor costs, direct and indirect, have been determined and included in the proposed cost.
5. The Contractor has attended the pre-bid meeting and site visits (if applicable) and is aware of prevailing conditions associated with performing these services.
6. The Contractor has read and understands the conditions set forth in this bid and agrees to them with no exceptions.

I, THE UNDERSIGNED, CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER CONTRACTOR SUBMITTING A BID FOR THE SAME SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID AS OR FOR THE CONTRACTOR.

Therefore, in compliance with this IFB and subject to all conditions herein, the undersigned offers and agrees to perform the services or deliver the goods in accordance with the specifications and conditions in this bid at the prices quoted if this bid is accepted within 90 days from the date of the opening.

CONTRACTOR:

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ADDRESS:

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CITY, STATE, ZIP:

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TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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BY: \_\_\_\_\_

Signature Typed or printed name

Title:

Date:

**THIS FORM MUST BE SIGNED AND INCLUDED IN YOUR BID.**

## SECTION 4 GENERAL TERMS AND CONDITIONS

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1. **CONTRACT AGREEMENT:** This IFB, the Contractor's bid and the attached Sample Contract will constitute the entire agreement between the Contractor and the Customer unless mutually amended in writing.
2. **SIGNED BID CONSIDERED AN OFFER:** Receipt of a signed bid is considered a binding offer by the Bidder which shall remain firm for a period of 90 days from the date of bid opening. In the event of withdrawal after bid opening, the Customer may take such action as it deems appropriate including legal action for damages or specific performance.
3. **PAYMENT TERMS:** Payment terms are NET 45 days following receipt of correct invoice. The Customer is responsible for all payments to Contractor under the Contract.
4. **CHANGES:** The Customer has the right, at any time, to increase or decrease the scope of work contained in this IFB to meet increased or decreased needs.
5. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this IFB.
6. **NON-DISCRIMINATION:** The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State and Customer requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.
7. **GOVERNING LAWS:** The Contract is made under and shall be governed and construed in accordance with the laws of the State of Connecticut.
8. **ADVERTISING:** In submitting a bid to the Customer, the Bidder agrees not to use the results of their bid as a part of any commercial advertising without prior approval of the Customer.
9. **CONFIDENTIALITY OF BIDS:** In submitting a bid the Bidder agrees not to discuss or otherwise reveal the contents of the bid to any source outside of the Customer until after the award of the Contract. Bidders not in compliance with the provision may, at the option of the Customer, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
10. **ELABORATE BIDS:** Elaborate bids in the form of brochures or other presentations beyond that necessary to present a complete and effective bid are not desired.
11. **COST FOR BID PREPARATION:** Any costs incurred by Bidders in preparing or submitting bids are the Bidders' sole responsibility. The Customer will not reimburse any Bidder for any costs incurred prior to award of the Contract.

12. RIGHT TO SUBMITTED MATERIAL: All bids, inquiries, or correspondence relating to or in reference to this IFB, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Bidders become the property of the Customer when received.
13. COLLUSIVE BIDDING: The Bidder's signature on the bid is a guarantee that the prices quoted have been arrived at without collusion with other eligible Bidders and without effort to preclude the Customer from obtaining the lowest possible competitive price.
14. GENERAL INDEMNITY: The Bidder shall save and hold harmless, pay on behalf of, protect, defend, and indemnify the Customer for the entire responsibility and liability for losses, expenses, demands, actions and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Customer or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this IFB, by the Bidder or their employees, including losses, expenses or damages sustained by the Customer officials from any and all such losses, expenses, damages, demands and claims. The Bidder further agrees to defend any suit or action brought against the Customer, (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. The obligations of the Bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Bidder.
15. CONFLICT OF INTEREST: All Bidders must disclose in writing with their bid the name of any owner, officer, director, or agent who is also an employee of the Customer. All Bidders must also disclose in writing with their bid the name of any employee of the Customer who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or subsidiaries. By submitting a bid, the Bidder certifies that there is no relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this IFB.
16. ERRORS AND OMISSIONS: The Bidder shall not take advantage of any errors or omissions in this IFB. The Bidder shall promptly notify the Customer of any omissions or errors found in this document.
17. INDEPENDENT INVESTIGATIONS: The Customer reserves the right to make independent investigations as to the qualifications of the Bidder. Such investigations may include contacting existing customers. The Customer reserves the unqualified right to accept or reject any and all bids, and to waive any irregularities or deficiencies as may be permitted by law when it is deemed that such action will be in the best interest of the Customer.
18. REFERENCE TO OTHER DATA: Only information which is received in response to this IFB will be evaluated. Reference to information previously submitted will not be evaluated.
19. NOTIFICATION OF AWARD: After all prerequisites and specifications have been met by the Bidder and the award has been made (in the case of contract approval by the Customer Board of Directors, award will be deemed made upon such approval), the successful Bidder will be notified within ten (10) working days of this award. The Customer will notify the successful Bidder in writing, either by a Letter

of Award or a Purchase Order or both. VERBAL NOTIFICATION OF THE AWARD OF THE CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.

20. **TERMINATION FOR CAUSE:** The Customer reserves the right to terminate the Contract at any time for cause. The violation of any provision or condition contained in the Contract, or the refusal, failure, or inability to carry out any provisions of the Contract constitutes sufficient grounds to terminate the Contract for cause. Should the Customer elect to terminate the Contract for cause, the Customer will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the Customer.
21. **TERMINATION WITHOUT CAUSE:** The Customer may terminate the Contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.
22. **DRUG POLICY:** The Bidder certifies that it maintains a drug-free work place environment to ensure worker safety and workplace integrity. The Bidder further agrees their employees shall comply with the City of Hartford's Drug-Free Workplace Policy.
23. **AUTHORIZED PERSONNEL:** While engaged in the performance of the services described herein, only authorized employees of the Contractor are allowed at the Customer locations where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.
24. **EMPLOYEE GUIDELINES:** The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.
25. **SAFETY:** Contractor shall insure that its employees meet and maintain all applicable OSHA or other similar workplace safety and licensing requirements (i.e. asbestos certification, electrician licensing, OSHA 10 etc.) and adhere to all OSHA and other required safety standards and regulations that apply while performing their job duties. Contractor shall provide proof of licensure and compliance with all applicable safety requirements upon request by Customer.
26. **INSURANCE COVERAGE:** During the term of the Contract, the Contractor and the Contractor's subcontractors at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:
  - **Worker's Compensation** – The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of Connecticut, as well as employer's liability coverage with

minimum limits of \$1,000,000.00, for bodily injury per accident. This insurance must include and cover all of the Contractor's employees who are engaged in any work under the Contract.

- General Liability – The Contractor shall provide and maintain General Liability Coverage at a rate no less than \$1,000,000 per occurrence/2,000,000 aggregate for bodily injury, personal injury and property damage.
- Automobile – Automobile Liability Insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the Contract. The minimum combined single limit shall be \$1,000,000 bodily injury and property damage; \$1,000,000 uninsured/under insured motorist.

The Customer will require proof of such insurance prior to Contract execution and during the term of the Contract.

27. CONTINUANCE OF WORK: In the event Contract term expires and Contractor has not completed assignments that are underway, the Customer may, at its discretion, allow Contractor to complete those assignments if the following conditions are met:

- a. Contractor requests to complete the assignments that are underway.
- b. The prices in Contract remain in effect until all work is completed.
- c. All other contractual obligations and conditions remain the same, including insurance requirements.

This provision does not apply to any continuance of work which would extend the Contract term (inclusive of any extensions by the Customer) beyond five years from the date of Contract award.

28. STATE AND FEDERAL REGULATIONS: The Contractor shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

29. PUBLIC SAFETY: The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.

30. NO SMOKING: The Customer is 100% smoke free. Smoking is absolutely forbidden on all Customer grounds and in all Customer facilities during the entire term of this Contract. This prohibition includes smoking in vehicles parked on Customer grounds.

NELTON NELSON, LLC

**ACKNOWLEDGEMENT OF ADDENDA FORM**

Bidder has received the following Addenda, the receipt of which is hereby acknowledged:

Addendum Number _____	Date Received: _____
Addendum Number _____	Date Received: _____
Addendum Number _____	Date Received: _____
Addendum Number _____	Date Received: _____
Addendum Number _____	Date Received: _____

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

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# ***NELTON NELSON, LLC***

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**Standard Form for  
Non-Construction Contracts**



STANDARD FORM FOR NON-CONSTRUCTION CONTRACT

Nelton Nelson, LLC
FOR PROJECT NO: {XXXX-XX}
CONTRACT NAME: {INSERT CONTRACT NAME}

This contract is dated {INSERT DATE}, and is between {INSERT VENDOR'S NAME} ("Contractor"), and Nelton Nelson, LLC, a Connecticut limited liability corporation ("Customer").

The parties agree as follows:

1. CONTRACT DOCUMENTS. (a) In addition to this document, the following documents constitute part of this contract:

- (i) Customer's Special Conditions for Non-Construction Contracts, ("Customer Special Conditions");
(ii) Customer's Request for Proposals for this service, with amendments, if any, # XXXX-XX ("RFP"); and
(iii) Contractor's Proposal Response for this service, dated {INSERT DATE} ("Response").

(b) If there is a conflict between any two provisions in the documents that constitute this contract, the provision that first appears in the documents listed governs: (i) this contract document; (ii) Customer Special Conditions; (iii) RFP; then (iv) Response.

2. SCOPE OF SERVICES. Contractor shall perform all work {specified in the RFP's Scope of Services OR in accordance with Exhibit A, Scope of Services and all other requirements stated in the RFP's Scope of Services}.

3. TERM. The term of this contract is {TERM} years ("Term"). Customer may extend this contract {EXTENSIONS}, for one year each.

4. COMPENSATION. Customer shall pay Contractor in accordance with the rates set forth in {Contractor's Response OR Exhibit B, Pricing & Compensation Plan}.

5. AUTHORITY. The person signing this contract is authorized by the Contractor to enter into this contract on behalf of the Contractor.

The parties are signing this contract as of the date stated in the introductory clause.

{CONTRACTOR}

Nelton Nelson, LLC

By \_\_\_\_\_
{Name}
{Title}

By Connecticut Housing and Development Corporation,
Its Sole Member

By \_\_\_\_\_
Annette Sanderson
President



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# ***NELTON NELSON, LLC***

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## **Special Conditions for Non-Construction Contracts**

Nelton Nelson, LLC

# Special Conditions for Non-Construction Contracts

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## Term and Termination

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### 3. Contract Term

- (a) Contractor shall begin performance on the date of this contract.
- (b) Customer may terminate this contract in whole, or from time to time in part, for the Customer's convenience or the failure of the Contractor to fulfill the contract obligations. The Customer shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall:
  - (i) immediately discontinue all services affected (unless the notice directs otherwise), and
  - (ii) deliver to the Customer all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
- (c) If the termination is for the convenience of the Customer, the Customer will be liable only for payment for services rendered before the effective date of the termination.
- (d) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract, the Customer may:
  - (i) require the Contractor to deliver to it, in the manner and to the extent directed by the Customer, any work described in the Notice of Termination;
  - (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the Customer; and
  - (iii) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the Customer by the Contractor.

Contractor agrees Customer is liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination.
- (e) Customer's Contracting Officer will decide any dispute in accordance with the Customer's procurement policy at the time of the dispute.

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## General

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- 1. Contract**
- (a) NEWDAY Management, Inc. ("Customer") uses these special conditions in contracts for professional services.
- 2. Definitions**
- (a) Terms not defined in these special conditions are found in the main contract document incorporating these special conditions.
- (b) "Contractor" includes contractor's officers, employees, agents, and subcontractors.

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## Compensation

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- 4. Performance Standard**
- Contractor shall make its best effort to provide its service using the highest professional skill and competence.
- 5. Payments**
- Customer shall pay Contractor for invoices submitted to Customer, for service done to Customer's satisfaction, within 60 days.

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## Recordkeeping & Reports

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### 6. Establishment and Maintenance of Records

Contractor shall establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by Customer to Contractor.

### 7. Status Reports

Contractor shall furnish Customer with such information and reports concerning the progress and management of this contract as Customer may require from time to time.

### 8. Examination and Retention of Contractor's Records

Contractor will permit Customer to have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions, for a period of three years after final payment under this contract.

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## Data and Patent Rights

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### 9. Ownership and Proprietary Interest

Customer has (i) exclusive ownership of, (ii) all proprietary interest in, and (iii) the right to full and exclusive possession of, all information, materials, and documents, discovered or produced by Contractor, resulting from this contract, including reports, memoranda, or letters relating to any contractual research and reporting tasks.

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## Insurance

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### 10. Liability Coverage

Contractor shall have the follow insurance:

- (i) *Comprehensive General Liability Insurance*, (including contractual liability insurance). Limits not less than \$1,000,000 for all damages for any bodily injury sustained as the result of any occurrence, and \$1,000,000 for all damages of property sustained by each person as the result of any one occurrence, and \$1,000,000 for all property damage sustained as a result of any one occurrence, or a limit of not less than \$3,000,000 Combined Single Limit (CSL).
- (ii) *Professional Liability Insurance*. Limits of not less than \$1,000,000 per occurrence, covering acts, errors and omissions arising out of the rendering of, or failure to render, professional services related to this contract if applicable to the services provided under contract.
- (iii) *Fidelity/Crime Insurance*. Limits of not less than \$1,000,000 per occurrence, which covers claims incurred as a result of Contractor's employees' dishonesty, burglary, theft, fraud, or destruction

of property, if applicable to the services provided under contract.

- (iv) *Automobile Liability Insurance*. Limits not less than \$1,000,000 for all damages for any bodily injury sustained by each person as a result of any occurrence, and \$1,000,000 for damage because of bodily injury sustained by two or more persons as the result of any occurrence, and \$100,000 for property damage sustained as the result of any one occurrence, or a limit of not less than \$1,250,000 Combined Single Limit (CSL).

### 11. Worker's Compensation Insurance

Contractor shall maintain Worker's Compensation Insurance for its employees in accordance with Connecticut's General Statutes or in accordance with the statutes of Contractor's home state. In addition to any other requirements related to worker's compensation insurance, if Contractor is a sole proprietor, a single member limited liability company or otherwise has no employees, Contractor shall maintain Worker's Compensation Insurance as if it were an "employer" as such term is defined in and in accordance with Connecticut's General Statutes or as if it were an employer in accordance with the statutes of Contractor's home state.

### 12. Insurance Conditions

- (a) Contractor shall purchase insurance coverage from an insurance company licensed to conduct business in Connecticut or a company approved by Customer.
- (b) Contractor shall ensure all required insurance policies provide occurrence-based coverage.
- (c) Customer may review the insurance requirements and coverages from time to time. Contractor agrees to comply with Customer's reasonable new or modified insurance requirements.
- (d) Contractor shall pay all insurance deductibles, if any, or indemnify Customer from paying Contractor's insurance deductibles, or both.
- (e) Contractor agrees that the amount of insurance required does not, in any way, limit the liability of Contractor by virtue of its obligation to indemnify Customer, so that all claims resulting in a settlement or judgment or other claim-related payment in excess of the coverage amounts required, if any, are the sole responsibility of Contractor to pay, to indemnify Customer from paying, or both.
- (f) Contractor shall ensure that following phrase is placed by its insurer in the ACORD Certificate of Insurance form's comments section: "The Housing Authority of the City of Hartford is named as an Additional Insured."
- (g) Contractor shall furnish Customer all insurance renewal certificates at least thirty (30) days prior to policy expiration.
- (h) Contractor shall maintain insurance coverage in full force for the duration of this contract, including

extensions or renewals. Contractor's cancellation or termination of insurance policies required by this contract without immediate replacement is a default. Customer may cure such a default by procuring insurance on behalf of Contractor, at Contractor's expense.

- (i) Contractor shall ensure that Contractor's insurer will provide Customer 30-days' notice before cancellation or decrease in coverage, of any insurance policy required.

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## General Indemnity

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### 13. Customer Indemnification

- (a) In this section, the following definitions apply:  
 "Litigation Expense" means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.  
 "Losses" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest and any Litigation Expenses.  
 "Proceeding" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.
- (b) Contractor shall indemnify Customer against all Losses arising out of a Proceeding against Customer related to this Contract and initiated by a non-party to this contract ("Claim"), except to the extent that Customer negligently or intentionally caused those Losses.
- (c) Customer must promptly notify Contractor of that Claim and deliver to Contractor a copy of all legal pleadings with respect to the Claim.
- (d) To assume the defense of a Claim, Contractor must notify Customer that it is doing so. Promptly thereafter, Contractor shall retain to represent it in the Claim, independent legal counsel that is reasonably acceptable to Customer.
- (e) Customer is entitled to participate in the defense of a Claim. Customer may defend a Claim with counsel of its own choosing and without Contractor participating if (1) Contractor notifies Customer that it does not wish to defend the Claim, (2) by midnight at the end of the tenth business day after Customer notifies Contractor of the Claim Contractor fails to notify Customer that it wishes to defend the Claim, or (3) representation of Contractor and Customer by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.
- (f) Contractor shall pay any Litigation Expenses that Customer incurs in connection with defense of the Claim before Contractor assumes the defense of that Claim, except with respect to any period during which Customer fails to timely notify Contractor of that

Claim. Contractor will not be liable for any Litigation Expenses that Customer incurs in connection with defense of a Claim after Contractor assumes the defense of that Claim, other than Litigation Expenses that Customer incurs in employing counsel in accordance with subsection (d), which Litigation Expenses Contractor shall pay promptly as they are incurred.

- (g) After Contractor assumes the defense of a Claim, Contractor may contest, pay, settle, or compromise the Claim at its discretion, except that it may not compromise or settle the Claim without the consent of Customer unless that compromise or settlement (1) does not entail any admission on the part of Customer that it violated any law or infringed the rights of any Person, (2) has no effect on any other claim that may be brought against Customer, (3) provides as the claimant's sole relief monetary damages that are paid in full by Contractor, and (4) requires that the claimant release Customer from all liability in respect of the Claim.

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## Default and Remedies

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### 14. Additional Defaults

- (a) Default includes, in addition to those stated elsewhere in this contract:
- (i) a competent authority, such as a government official or a Certified Public Accountant, determines that Contractor's management of, or any accounting for, its funding, as relates to this contract, is improper, inadequate, or illegal; and
- (ii) a court having jurisdiction enters a decree or order adjudging Contractor bankrupt or insolvent, or approving as properly filed Contractor's petition seeking reorganization, readjustment, arrangement, composition, or similar relief for Contractor under federal bankruptcy laws, or any other similar applicable law.
- (b) Customer may waive any default. Customer's waiver as to a particular default does not constitute a waiver of any other default, whether of the same or different type, and whether preceding or succeeding the waived default. Customer's waiver of a default is not effective unless written and signed by Customer's Executive Director.

### 15. Remedies

- (a) Customer may elect to pursue any one or more of the following remedies, in any combination or sequence, for any default not waived by Customer:
- (i) any action as Customer deems necessary, including the temporary withholding or reduction of payment;
- (ii) suspend program operation;

- (iii) require Contractor to cure such default to Customer's satisfaction; and
  - (iv) terminate this contract.
- (b) Customer's selected remedy does not prohibit Customer from pursuing any other remedy and does not constitute a waiver by Customer of any other right or remedy.

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#### Hiring

##### 16. Youth and Resident Contact

- (a) Contractor represents that it has appropriate hiring policies and screening procedures for employees who will be working with youths and rental housing residents.
- (b) Contractor shall permit Customer to review Contractor's hiring policies and screening procedures for employees who will be working with youths and rental housing residents.
- (c) Customer may terminate this agreement if (i) Contractor's performance includes working with youths and rental housing residents; (ii) Customer determines that Contractor's hiring policy is not appropriate; and (iii) Contractor fails to promptly modify its hiring policy.

##### 17. Hiring Indemnity

Contractor shall indemnify Customer for any failure of Contractor's hiring policies and screening procedures.

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#### Conflicts of Interest

##### 18. Family Conflicts

- (a) Contractor represents that it has disclosed to Customer any immediate family member (parent, parent-in-law, spouse, child, brother, sister, brother-in law, sister-in-law, or stepparent) of any of its employees, agents, or subcontractors, who is employed by Customer.

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#### Miscellaneous

##### 19. Communications

- (a) Both parties agree to write all notices, including demands, requests, instructions, approvals, proposals, and claims.
- (b) Customer will deliver all notices to Contractor by delivering them to Contractor's registered business address or by mailing them in sealed, postage-paid envelopes, addressed to Contractor's registered mailing address.
- (c) Contractor may specify a different address for notices by delivering an address change notice to Customer.
- (d) Contractor will deliver all notices to Customer by delivering them to Contracting Officer at Customer's main office or by mailing them in sealed, postage-paid envelopes, addressed to Contracting Officer at Customer's main office.

- (e) Customer may specify a different address for notices by delivering an address change notice to Contractor.

##### 20. Licenses

Contractor and all subcontractors shall hold, at all times, all licenses required by the State of Connecticut and the City of Hartford, if any.

##### 21. Sales Tax

Customer shall provide Contractor the necessary tax-exempt information when required.

##### 22. Entire Agreement

- (a) This contract constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this contract. All prior and contemporaneous negotiations and agreements between the parties on matters contain in this contract are expressly merged into and superseded by this contract. The provisions of this contract may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings.
- (b) In entering into this contract, neither party has relied upon any statement, representation, or agreement of the other party, except for those expressly contained in this contract.

##### 23. Choice of Law

- (a) The laws of the State of Connecticut, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to the contract, including its validity, interpretation, construction, performance, and enforcement.

##### 24. Forum & Venue

- (a) Any party bringing a legal action or proceeding against any other party arising out of or relating to this contract may bring the legal action or proceeding in the United States District Court for the District of Connecticut or in any court of the State of Connecticut sitting in Hartford.
- (b) Each party waives, to the fullest extent permitted by law:
  - (i) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this contract brought in the United States District Court for the District of Connecticut or in any court of the State of Connecticut sitting in Hartford; and
  - (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- (c) For the purposes of all legal actions and proceedings arising out of or relating to this contract, each party to this contract submits to the nonexclusive jurisdiction of any court of:
  - (i) the United States District Court for the District of Connecticut and its appellate courts; and

(ii) the State of Connecticut sitting in Hartford and its appellate courts.

**25. Customer Policies - Conflicts of Interest**

The Customer's Member (CHADCO) Conflicts of Interest Policy is hereby incorporated into this Contract. Contractor shall comply with its provisions as applicable. Copies of the policy are available upon request.

***[NO FURTHER TEXT]***