

Hartford Housing Authority is looking to enter into an agreement for the purchase of appliances for the period of 1 year. The vendor should have the appliances available to ship immediately or within a reasonable time period. The vendor would be the sole supplier of appliances throughout the year providing they can make delivery in a timely manner. The attached RFQ states the make and model number of the appliances being requested. A comparable model will be looked at to see if it fits our needs, but we are striving to keep the appliances issued to a standard.

The amount requested is the projected usage for a 12-month period. There is no guarantee of the amount to be ordered. This is a projection based on past usage. We will not be held responsible if the quantities ordered do not equal the projection.

The pricing should remain the same throughout the term of the agreement. The quote should include all freight and handling charges. We are a tax-exempt organization.

Please fill out the attached RFQ if you would like to be considered as an appliance supplier for a 12-month duration. Bids will be accepted until 7/24/20. Awarded contract will be subject to the attached terms and conditions.

HARTFORD HOUSING AUTHORITY  
FAX TRANSMISSION SHEET

**SEND REPLIES TO FAX: (860) 723-8550** PURCHASING DEPARTMENT

TO: ATTN:

FAX #:

FROM: John Omara PHONE-(860)723-8444; TDD #711 OR 1-800-842-9710  
e-mail – jomara@hartfordhousing.org

DATE: July 7, 2020

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**COMMENTS**

**PLEASE QUOTE THE FOLLOWING REQUISITIONS:**

**PLEASE INCLUDE ALL FREIGHT AND HANDLING CHARGES: ANY CHARGES NOT INCLUDED ON QUOTE WILL NOT APPEAR ON THE PURCHASE ORDER AND WILL NOT BE PAID!!!**

**PLEASE NOTE: THIS IS A REQUEST FOR QUOTATION! IT IS NOT A PURCHASE ORDER! DO NOT SHIP ANYTHING UNTIL YOU HAVE A HARD COPY OF THE PURCHASE ORDER!**

	Quantity	Cost Each	Total Cost	HHA SKU #
Frigidaire 18 cu ft. Refrigerator FFHT1814TW WHITE	86			960-0001
Premier 20" Electric Stove EAK1000 WHITE	40			961-0001
Premier 24" Gas Stove w/electronic ignitor SCK1000 WHITE	40			961-0003
Frigidaire 30" Gas Stove FFGF3012TW WHITE	20			961-0013

**PLEASE QUOTE EACH SECTION SEPARATELY  
AS ORDER MAY BE DIVIDED**



**Housing Authority of the  
City of Hartford**

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# **Special Conditions for Supply Contracts**

[for bids, \$3,500 up to \$150,000]

# Special Conditions for Supply Contracts

[for bids, \$3,500 up to \$150,000]

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## General

### 1. Contract

- (a) The Housing Authority of the City of Hartford ("HA") uses these special conditions in contracts for supplies that are fully or partially funded by the U.S. Department of Housing and Urban Development (HUD).
- (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) the main contract document incorporating these special conditions;
  - (ii) these special conditions;
  - (iii) HA's IFB; then

(iv) Vendor's Bid.

### 2. Definitions

- (a) Terms not defined in these special conditions are found in the main contract document incorporating these special conditions.
- (b) "Vendor" includes vendor's officers, employees, agents, and any sub-vendors.

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## Specification, Delivery, and Inspection

### 3. Specification

Vendor shall delivery new supplies that include all manufacturer warranties, unless otherwise specified.

### 4. Delivery

- (a) Vendor acknowledges that time is of the essence in the delivery of supplies, unless otherwise specified.
- (b) Vendor shall deliver supplies to the HA's warehouse, 791 Windsor Street, Hartford, Connecticut, unless otherwise specified.

### 5. Inspection

HA will inspect all delivered items for conformance with the specification before acceptance.

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## Compensation

### 6. Payments

HA shall pay Vendor for invoices submitted to HA, for service done to HA's satisfaction, within 45 days.

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## Termination

### 7. Termination

- (a) HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Vendor to fulfill the contract obligations. The HA shall terminate by delivering to the Vendor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Vendor shall:
  - (i) immediately discontinue delivering supplies (unless the notice directs otherwise); and
  - (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA will be liable only for payment for all supplies delivered before the effective date of the termination.
- (c) If the termination is due to the failure of the Vendor to fulfill its obligations under the contract, the HA may:
  - (i) require the Vendor to deliver to it, in the manner and to the extent directed by the HA, any supplies described in the Notice of Termination; and

- (ii) withhold any payments to the Vendor, for the purpose of set-off or partial payment, as the case may be, of amounts owed by the HA to the Vendor.
- (d) Vendor agrees HA is liable to the Vendor for reasonable costs incurred by the Vendor before the effective date of the termination.
- (e) HA's Contracting Officer will decide any dispute in accordance with the HA's procurement policy at the time of the dispute.

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## Recordkeeping & Reports

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- 8. Establishment and Maintenance of Records**  
Vendor shall establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by HA to Vendor.
- 9. Status Reports**  
Vendor shall furnish HA with such information and reports concerning the progress and management of this contract as HA may require from time to time.
- 10. Examination and Retention of Vendor's Records**  
Vendor will permit HA, HUD, Comptroller General of the United States, or any of their duly authorized representatives to have access to and the right to examine any of the Vendor'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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## Insurance

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- 11. Liability Coverage**  
Vendor 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) *Fidelity/Crime Insurance*. Limits of not less than \$1,000,000 per occurrence, which covers claims incurred as a result of Vendor's employees' dishonesty, burglary, theft, fraud, or destruction of property.
  - (iii) *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).

- 12. Worker's Compensation Insurance**  
Vendor shall maintain Worker's Compensation Insurance for its employees in accordance with Connecticut's General Statutes or in accordance with the statutes of Vendor's home state.
- 13. Insurance Conditions**
  - (a) Vendor shall purchase insurance coverage from an insurance company licensed to conduct business in Connecticut or a company approved by HA.
  - (b) Vendor shall ensure all required insurance policies provide occurrence-based coverage.
  - (c) HA may review the insurance requirements and coverages from time to time. Vendor agrees to comply with HA's reasonable new or modified insurance requirements.
  - (d) Vendor shall pay all insurance deductibles, if any, or indemnify HA from paying Vendor's insurance deductibles, or both.
  - (e) Vendor agrees that the amount of insurance required does not, in any way, limit the liability of Vendor by virtue of its obligation to indemnify HA, 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 Vendor to pay, to indemnify HA from paying, or both.
  - (f) Vendor shall maintain insurance coverage in full force for the duration of this contract, including supply change orders. Vendor's cancellation or termination of insurance policies required by this contract without immediate replacement is a default. HA may cure such a default by procuring insurance on behalf of Vendor, at Vendor's expense.

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## General Indemnity

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- 14. HA 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 HA against all Losses arising out of a Proceeding against HA related to this Contract and initiated by a non-party to this contract ("Claim"),

- except to the extent that HA negligently or intentionally caused those Losses.
- (c) HA must promptly notify Vendor of that Claim and deliver to Vendor a copy of all legal pleadings with respect to the Claim.
  - (d) To assume the defense of a Claim, Vendor must notify HA that it is doing so. Promptly thereafter, Vendor shall retain to represent it in the Claim, independent legal counsel that is reasonably acceptable to HA.
  - (e) HA is entitled to participate in the defense of a Claim. HA may defend a Claim with counsel of its own choosing and without Vendor participating if (1) Vendor notifies HA that it does not wish to defend the Claim, (2) by midnight at the end of the tenth business day after HA notifies Vendor of the Claim Vendor fails to notify HA that it wishes to defend the Claim, or (3) representation of Vendor and HA by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.
  - (f) Vendor shall pay any Litigation Expenses that HA incurs in connection with defense of the Claim before Vendor assumes the defense of that Claim, except with respect to any period during which HA fails to timely notify Vendor of that Claim. Vendor will not be liable for any Litigation Expenses that HA incurs in connection with defense of a Claim after Vendor assumes the defense of that Claim, other than Litigation Expenses that HA incurs in employing counsel in accordance with subsection (d), which Litigation Expenses Vendor shall pay promptly as they are incurred.
  - (g) After Vendor assumes the defense of a Claim, Vendor 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 HA unless that compromise or settlement (1) does not entail any admission on the part of HA 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 HA, (3) provides as the claimant's sole relief monetary damages that are paid in full by Vendor, and (4) requires that the claimant release HA from all liability in respect of the Claim.

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## Default and Remedies

### 15. 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 Vendor'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 Vendor bankrupt or insolvent, or approving as properly filed Vendor's petition seeking reorganization, readjustment,

- arrangement, composition, or similar relief for Vendor under federal bankruptcy laws, or any other similar applicable law.
- (b) HA may waive any default. HA'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. HA's waiver of a default is not effective unless written and signed by HA's Executive Director.

### 16. Remedies

- (a) HA may elect to pursue any one or more of the following remedies, in any combination or sequence, for any default not waived by HA:
  - (i) any action as HA deems necessary, including the temporary withholding or reduction of payment;
  - (ii) suspend supply delivery;
  - (iii) require Vendor to cure such default to HA's satisfaction; and
  - (iv) terminate this contract.
- (b) HA's selected remedy does not prohibit HA from pursuing any other remedy and does not constitute a waiver by HA of any other right or remedy.

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## Materials and Energy Efficiency

### 17. Recovered Materials

- (a) In accordance with the Solid Waste Disposal Act, 42 U.S.C. § 6962, the Vendor shall procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Vendor determines that such items:
  - (i) are not available in a reasonable period of time;
  - (ii) fail to meet reasonable performance standards; or
  - (iii) are only available at an unreasonable price.
- (b) This provision apply to items purchased under this contract where:
  - (i) the Vendor purchases in excess of \$10,000 of the item under this contract; or
  - (ii) during the preceding Federal fiscal year, the Vendor: (1) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (2) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

### 18. Energy Efficiency

Vendor shall comply with all mandatory standards and policies relating to energy efficiency contained in the energy conservation plan issued by the State of Connecticut in compliance with the Energy Policy and Conservation Act.

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**Conflicts of Interest**

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**19. Family Conflicts**

- (a) Vendor represents that it has disclosed to HA 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 sub-vendors, who is employed by HA.

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**Miscellaneous**

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**20. Communications**

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

**21. Licenses**

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

**22. Sales Tax**

HA shall provide Vendor the necessary tax-exempt information when required.

**23. Advertising**

Vendor shall not reference sales to the HA for advertising or promotional purposes without the HA's prior written approval.

**24. 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 contained 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.

**25. 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.

**26. 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.