



PROCUREMENT THROUGH SMALL PURCHASE PROCEDURES – PRICE AND OTHER FACTORS 1852-18 GRANT & FUNDING TECHNICAL ASSISTANCE

Released July 9, 2018

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- Acknowledgement of Addenda (*list all issued addenda, signature required*)
- HUD Form 5369b: Instructions to Offerors (Pre-award Terms)
- HUD Form 5369c: Representations, Certifications and other Statement (*signature required*)
- Sample Contract

SCHEDULE OF EVENTS:

- | | |
|-------------------------------|--------------------------------------|
| Solicitation Issuance | Monday, July 2, 2018 |
| Proposal Due Date | Thursday, August 2, 2018 @ 2:00 pm |
| Evaluation Period (tentative) | Week of August 13, 2018 |
| Award/Contract Effective | On or around week of August 27, 2018 |

SECTION 1 INSTRUCTIONS TO RESPONDENTS

1.1. INTRODUCTION

The Housing Authority of the City of Hartford (the “Authority”) is seeking to contract through its small purchase procedures with one or more vendors (each a “Contractor”) to provide Grant and Funding Technical Assistance services on an "as needed, when needed" basis. The Authority reserves the right to make multiple awards as a result of this solicitation if such awards are in its best interest. The Authority reserves the right to make partial or full award of the services described below. Any obligations of Respondents in this solicitation 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 Authority 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 Authority 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 Contract is an indefinite delivery, indefinite quantity contract. Services are required as and when needed. The Authority 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 Authority 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 solicitation.

Funding. The Contract is contingent upon continued funding availability from one or more sources including federal funds. In the event that funds are not available at any time during the Contract term, the Authority reserves the right to cancel the Contract. In such event, each Contractor will be paid for satisfactory services provided to date of cancellation.

The Contract is subject to an aggregate annual not to exceed expenditure limit of thirty thousand dollars (\$30,000) across all Contractors (the “Annual Limit”). Annual expenditures may not exceed the Annual Limit without confirmation of funds availability and an amendment of the Contract.

1.2. PRE-PROPOSAL CONFERENCE

A pre-proposal conference has not been scheduled for this solicitation.

1.3 QUESTIONS AND COMMUNICATION

All questions must be put in writing to the solicitation Contact named below no later than 5 calendar days before the due date for the submission of responses. The intent of this requirement is to assure that all Respondents are in receipt of the same information and to allow the Authority sufficient time to post questions and answers in an Addendum to this solicitation. The Authority 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 response will result in an Addendum. It is the responsibility of each Respondent to check the Authority’s website: www.hartfordhousing.org for a copy of all Addenda issued for this solicitation.

NOTE: Any solicitation or lobbying directed to any Authority staff or the Board of Commissioners is prohibited and is grounds for disqualification of Respondent’s proposal.

SOLE SOLICITATION CONTACT

Ben Bare
General Counsel and Chief Procurement Officer
180 John D Wardlaw Way
Hartford, CT 06106
email: bids@hartfordhousing.org
www.hartfordhousing.org

1.4. PROPOSAL DEADLINE AND DELIVERY

Respondents must deliver in a sealed package one (1) original, and two (2) copies of their response as well as an electronic version on CD or small portable drive (i.e. a “thumb drive”) to the following location no later than **2:00 PM on Thursday, August 2, 2018.**

Deliver to:

Housing Authority of the City of Hartford
Attention: Bid Department
180 John D Wardlaw Way
Hartford, CT 06106

To assure proper receipt and handling of responses, the outside of the package must be clearly marked with Respondent’s Name and Address, and the words: *SOLICITATION 1852-18 Grant and Funding Technical Assistance*

You must acknowledge any and all addenda issued and related to this solicitation with your submission by executing the attached Acknowledgement of Addenda.

1.5. PROPOSAL FORMAT

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

Executive Summary. Submit a letter on your company letterhead, signed by an authorized agent for the company. The letter should summarize your proposal response and incorporate, by attachment:

Client References. Include three (3) references for which you have provided a similar scope of work. Include contact name, address, and phone number. Provide a description and value of the work performed.

Organizational Chart. Provide an organizational chart, highlighting credentials, and qualifications, and roles of key staff and subcontractors who will be involved in the work.

Technical Proposal. Submit a detailed response to Solicitation Section 2, Scope of Services.

Address the scope items in the same sequence as they are presented in the solicitation. Include a description of your organizational capability to perform in a manner that demonstrates evidence of your knowledge and experience. Staff or subcontractor substitution after award will not be permitted without prior written approval of the Authority.

Fee Proposal. Submit a complete Fee Proposal indicating any and all costs associated with the services proposed. Cost plus a percentage of cost is prohibited. Respondents are required to submit hourly billing rates for key staff as well as identify any and all items that are billable expenses. Any and all costs not specifically provided for in the proposal response will be borne by each Contractor. Travel costs and other incidental expenses are not allowed under this Contract.

Qualifications Statement. Complete the Qualifications Statement and provide all information requested therein. Resumes shall include each person's professional licenses and certifications. Provide attachments wherever more space is needed to respond to the question.

HUD Form 5369c. Complete and attach the Certifications and Representations of Offerors Non-Construction Contract.

1.6. RIGHT TO VERIFY INFORMATION

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

1.7. EVALUATION OF PROPOSALS

The Authority will assign an agent to review each proposal to determine if the proposal substantially complies with the requirements and procedures contained in this RFP. Respondents that are not in substantial compliance will not be considered further.

A selection committee will be convened to review responsive proposals.

1.8. EVALUATION CRITERIA

POINTS

General Background and Experience	40
Verifiable experience for the services proposed; capacity to perform; references; integrity; knowledge of public policy; past performance; financial and technical resources.	
Technical Response	20
Narrative Response to the Scope of Services, demonstrated knowledge of staff.	
Competitiveness of Proposed Fees	40

1.9. INTERVIEWS

A selection panel may interview the highest scoring Respondents (typically the highest 3 unless it is in the Authority's best interest to interview more). Initial scores may be adjusted based upon the outcome of interviews. The Authority reserves the right to make award based solely upon written proposals, therefore, Respondents are urged to provide a complete response with their best and final offer.

1.10. AWARD

Award will be made to the Respondent(s) whose proposal is/are deemed most advantageous to the Authority. The Authority reserves the right to make award to one or more Respondents whichever is deemed to be most advantageous to the Authority. Further, the Authority reserves the right to administer the Contract in whatever way is most advantageous taking into consideration cost effectiveness, efficiency, and practicality. Administering the Contract may include assigning work on a rotational basis or by assigning specific developments to each awardee. The Authority further reserves the right to make a "no award" on all or any part of this Request for Proposal and to negotiate the extent of services provided (upward or downward).

1.11. SOCIO ECONOMIC CONSIDERATION: The Authority encourages responses from individuals and companies located in or owned by persons residing in a public housing development (commonly referred as Section 3).

1.12. CONDITIONS OF CONTRACT

This Request for Proposal, including all attachments, together with the Contractor's proposal response will form the entire agreement between the Contractor and the Authority. Any and all exceptions to the Sample Contract attached to this RFP should be noted in the Respondent's response to this RFP.

In the event additional services are required that have not been awarded but are within the scope of the services described in this RFP, the Authority will have the sole and exclusive right to allocate the service to a firm under contract or seek the services on the open market, whichever is deemed to be in its best interest.

The person signing the proposal on behalf of the Respondent shall be authorized to commit the Respondent in contractual matters and to conduct negotiations or on behalf of the Respondent.

SECTION 2 SCOPE OF SERVICES

I. STATEMENT OF PURPOSE

Prepare grant applications (in response to the U.S. Department of Housing and Urban Development (HUD) Notices of Funding Availability (NOFA) and Other Grant Opportunities) and to provide Grants and Funding Technical Assistance to the Housing Authority.

II. SCOPE OF WORK

- Meet/confer with the designated staff of the Housing Authority to map out a grant-writing and grants and funding development plan that will be advantageous to the Housing Authority.
- As prescribed and requested by the Housing Authority, develop a written report discussing the opportunities and barriers that the Housing Authority would face in grant and new funding development.
- Prepare grant applications in response to the U.S. Department of Housing and Urban Development (HUD) Notices of Funding Availability (NOFA) as selected by the Housing Authority, state and local government grant opportunities, and various foundations and to provide Grants and Funding Technical Assistance to the Housing Authority.
- Assist the Housing Authority in registering with Grants.gov in order to submit grant applications.
- Assist the Housing Authority in developing and funding non-profit 501 (c)(3) programs,
- Work with Housing Authority staff to develop program design and outcomes in order to prepare the selected grant applications for submission to applicable funders.
- Submit completed applications electronically in the method prescribed by HUD and state, local government, and private organizations.
- Provide the Housing Authority with confirmation of application submittals and full copies of such submittals.
- Assist the Housing Authority in the implementation of grants and new funding development plans approved by the Housing Authority.
- Assist the Housing Authority with identifying opportunities for the Hartford Housing Tenants Organization (the Authority jurisdiction wide tenant organization) and performing the same application services as described above.

SECTION 3 QUALIFICATION STATEMENT

(Either complete form or provide your own form in the same format)

1. Company/Individual Name and complete Mailing Address:

2. Structure: ___Sole Proprietor ___Partnership ___Corporation ___Other (_____)

3. Email Address and Phone Number _____

4. How many years have you been in business? _____

5. Specify your relevant registrations, certifications and licenses.

6. Are there other expected engagements or vacations which would impede your ability to perform the services required for the duration of the Contract?

7. Describe your back up plan in the event you (if an individual) or the individual assigned by your firm is not available for any length of time. How will the services continue uninterrupted?

8. Have you ever been debarred, suspended, disbarred or otherwise disciplined by any local, state or federal governmental unit, body? _____

9. Have you ever been terminated by a client for any reason? If so, please provide an explanation

DATE: _____

BY: _____

Signature of person signing proposal

Print Name _____

SECTION 4 PRICE PROPOSAL FORM

Respondents are required to provide a complete fee schedule inclusive of all costs associated with delivering the full range of services. Any and all costs not specifically provided for in the proposal response will be borne by the Contractor. No time or expenses for travel to and from the Authority or to other locations at the request of the Authority may be included within any fee structure.

4.1. FIXED FEES WHERE POSSIBLE. Wherever possible, the Respondent should provide a fixed fee for service.

4.2. HOURLY RATES/KEY STAFF. Hourly rates should be an all-inclusive hourly rate for services requested.

4.3. COST PLUS PROHIBITED. Respondents are cautioned that cost plus a percentage of cost is not allowed, therefore, mark-ups for project expenses will not be an acceptable submission.

4.4. FEES TO REMAIN FIRM. Fees must remain firm for the duration of the Contract. As assignments arise, the Authority may request project estimates. Contractors shall base the project estimates on the hourly rates and expenses fees provided in their proposal. Any and all costs not specifically stipulated will be borne by the Contractor.

The Undersigned agrees to hold its offer open for 90 days from the date of solicitation opening.

Signed by: _____ Print Name _____

Name of Company or Title _____

Address _____

Telephone _____

SECTION 5 GENERAL TERMS AND CONDITIONS

1. **CONTRACT AGREEMENT:** This solicitation, the Contractor's response to it and the Contract will constitute the entire agreement between the Contractor and the Authority unless mutually amended in writing. The Sample Contractual Agreement attached hereto will be used as the basis for negotiation between the Contractor and the Authority, therefore, any and all exceptions to the contract should be noted by each Respondent as part of his/her proposal response.
2. **SIGNED PROPOSAL CONSIDERED AN OFFER:** Receipt of a signed proposal is considered a binding offer by the Respondent which shall remain firm for a period of 90 days from the due date for proposal delivery. In the event of withdrawal after proposal delivery, the Authority 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 Authority is responsible for all payments to Contractor under the Contract.
4. **CHANGES:** the Authority shall have the right, at any time, to increase or decrease the scope of work contained in this solicitation 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 proposal.
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 Authority 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 proposal to the Authority, the Respondent agrees not to use the results of their proposal as a part of any commercial advertising without prior approval of the Authority.
9. **CONFIDENTIALITY OF PROPOSALS:** In submitting a proposal the Respondent agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the Authority until after the award of the Contract. Respondents not in compliance with the provision may, at the option of the Authority, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
10. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

**HOUSING AUTHORITY OF THE CITY OF HARTFORD, 180 John D Wardlaw Way, HARTFORD CT 06106
REQUEST FOR PROPOSAL # 1852-18 GRANT & FUNDING TECHNICAL ASSISTANCE**

11. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Respondents in preparing or submitting proposals are the Respondents' sole responsibility. The Authority will not reimburse any Respondent for any costs incurred prior to award of the Contract.
12. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to this solicitation, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Respondents shall become the property of the Authority when received.
13. **NO COLLUSION:** The Respondent's signature on the price proposal is a guarantee that the prices quoted have been arrived at without collusion with other eligible Respondents and without effort to preclude the Authority from obtaining the lowest possible competitive price.
14. **GENERAL INDEMNITY:** The Respondent shall save and hold harmless, pay on behalf of, protect, defend, and indemnify the Authority 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 Authority 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 solicitation, by the Respondent or their employees, including losses, expenses or damages sustained by the Authority officials from any and all such losses, expenses, damages, demands and claims. The Respondent further agrees to defend any suit or action brought against the Authority, (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 Respondent 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 Respondent.
15. **CONFLICT OF INTEREST:** All Respondents must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of the Authority. All Respondents must also disclose in writing with their proposal the name of any employee of the Authority who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or subsidiaries. By submitting a proposal, the Respondent certifies that there is no relationship between the Respondent and any person or entity which is or gives the appearance of a conflict of interest related to this solicitation.
16. **ERRORS AND OMISSIONS:** The Respondent shall not take advantage of any errors or omissions in this RFP. The Respondent shall promptly notify the Authority of any omissions or errors found in this document.
17. **INDEPENDENT INVESTIGATIONS:** The Authority reserves the right to make independent investigations as to the qualifications of the Respondent. Such investigations may include contacting existing customers. The Authority reserves the unqualified right to accept or reject any and all proposals, 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 Authority.

18. REFERENCE TO OTHER DATA: Only information which is received in response to this Request for Proposals will be evaluated. Reference to information previously submitted shall not be evaluated.
19. NOTIFICATION OF AWARD: After all prerequisites and specifications have been met by the Respondent and the award has been made, the successful Respondent will be notified within ten (10) working days of this award. The Authority will notify the successful Respondent 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 Authority 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 shall constitute sufficient grounds to terminate the Contract for cause. Should the Authority elect to terminate the Contract for cause, the Authority 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 Authority.
21. TERMINATION WITHOUT CAUSE: The Authority 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 Respondent certifies that it maintains a drug-free work place environment to ensure worker safety and workplace integrity. The Respondent further agrees their employees shall comply with the City of Hartford's Drug-Free Workplace Policy.
23. NO SMOKING: Smoking is absolutely forbidden on all Authority grounds and in all Authority facilities during the entire term of this Contract. This policy includes smoking in vehicles parked on Authority grounds.
24. AUTHORIZED PERSONNEL: While engaged in the performance of the services described herein, only authorized employees of the Contractor are allowed at the Authority 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.
25. 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.
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

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with such terms and limits as may be reasonably associated with the Contract. The Authority 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 Authority 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 Authority) beyond five years from the date of Contract award.

PROFESSIONAL LIABILITY INSURANCE: The Contractor shall furnish the following insurance coverage issued by an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of this Contract including any and all extensions or renewals thereof. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

Professional Liability Insurance. A policy of Errors and Omissions Liability Insurance appropriate to the Respondent's profession. Coverage should be for a professional error, act, or omission arising out of the scope of services described herein and/or associated Work Orders, with the following minimum coverage:

- \$1,000,000 per Claim/Aggregate

If the Professional Liability Insurance policy is written on a claims made form, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended reporting period ("tail") for a minimum of three years from the date of completion of the work authorized by the Contract. In the event that the Contractor is authorized to engage subcontractors, each subcontractor shall provide evidence of separate professional liability coverage equal to the levels specified above, unless such requirement is waived in writing by the Authority.]

HOUSING AUTHORITY OF THE CITY OF HARTFORD

ACKNOWLEDGEMENT OF ADDENDA FORM

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

Addendum Number _____ Date Received: _____

(Company Name)

(Signature)

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:



**Housing Authority of the
City of Hartford**

Standard Form for Non-Construction Contracts

STANDARD FORM FOR NON-CONSTRUCTION CONTRACT

HOUSING AUTHORITY OF THE CITY OF HARTFORD
FOR PROJECT NO: { }
BOARD RESOLUTION: { }
{TYPE OF SERVICE}

This contract is dated { }, and is between { } ("Contractor"), and HOUSING AUTHORITY OF THE CITY OF HARTFORD, a public body corporate and politic organized and existing pursuant to Conn. Gen. Stat. §8-40, et seq. ("HA").

The parties agree as follows:

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

- (i) HA's Special Conditions for Non-Construction Contracts, ("HA Special Conditions");
(ii) HA's Request for Proposals for this service, with amendments, if any, # { } ("RFP"); and
(iii) Contractor's Proposal Response for this service, dated { } ("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) HA 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"). HA may extend this contract {EXTENSIONS} times, for one year each.

4. COMPENSATION. HA 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}

HOUSING AUTHORITY OF THE CITY OF HARTFORD

By _____
{Name}
{Title}

By _____
Annette Sanderson
Executive Director