

**HOUSING AUTHORITY OF THE CITY OF NEW BRITAIN**

**Request for Proposals**

**General Counsel**

Solicitation Number: 2019-04-GC  
Issue Date: April 30, 2018  
Submission Due Date: May 29, 2019  
Time: 2:30 p.m., Local Time  
Submission Place: New Britain Housing Authority  
16 Armistice St.  
New Britain, CT 06053  
Questions Submissions due Date: May 15, 2019  
Time: 3:00 PM  
Direct General Inquiries To: John T. Hamilton, Executive Director  
[jhamilton@nbhact.org](mailto:jhamilton@nbhact.org)  
BY May 15, 2019 NO LATER THAN 3:00 PM  
All Answers and Addendums to the Solicitation will be posted  
on NBHA's website: [WWW.nbhact.org](http://WWW.nbhact.org)

**NBHA must receive sealed submittals of the RFP and a fee proposal. Submit one (1) unbound original, two (2) bound copies and one (1) flash drive). Deliver to the address above. No electronic submittals will be accepted. Use this page as your Cover Page for your submission.**

**Submitted By:**

Company Name	
_____	
Address	
_____	
City, State, Zip Code	
_____	
Contact Person	
_____	
Telephone: _____	Fax: _____
Date Submitted: _____	

**Housing Authority of the City of New Britain - John T. Hamilton, Executive Director**

**HOUSING AUTHORITY OF THE CITY OF NEW BRITAIN  
16 ARMISTICE STREET, NEW BRITAIN, CT 06053**

**REQUEST FOR PROPOSAL (RFP)  
FOR  
GENERAL COUNSEL / LEGAL SERVICES**

**I. STATEMENT OF PURPOSE:**

The Housing Authority of the City of New Britain (**Authority**) is seeking qualifications from experienced, area law firms to provide general legal services. Proposals requested are for a two (2) year period, with a fixed fee for services to remain constant for both years and an option of (3) three one (1) year renewals.

The purpose of this Request for Proposal is to obtain complete data from each law firm that will enable the Authority to determine the most qualified firm.

**II. STATEMENT OF WORK:**

1. To serve as legal counsel for the **Authority** in Court proceedings, and to appear for, and represent the **Authority** as general counsel in any litigation as either plaintiff or defendant counsel, as the case may apply. Render legal advice on all civil action and claims by, or against the **Authority**, whether in the nature of contract. The exception to this would be any extraordinary or unusual litigation, which would require prior approval of fees by the U.S. Department of Housing and Urban Development. In these cases, a separate and special litigation service contract would be negotiated for each litigation, as they may occur.
2. Advise and inform Executive Management Staff and the Board of Commissioners of the Authority on matters pertaining to legal rights, obligations, regulations, and laws, either existing, new, or pending, which would have an effect or impact upon the operations and policies and procedures of the **Authority**. Review decisions and other legal documents for compliance with applicable laws and regulations, and give legal consultation and guidance in connection with the management of its business, and handle any other routine legal services as requested by the **Authority**.
3. Attend meetings as requested by the **Authority**. These meetings may consist of regularly monthly scheduled Board of Commissioners meetings; Special Board of Commissioner meetings (as requested by the Executive Director); tenant grievance hearing conferences (when appropriate); management and planning meetings with **Authority** staff (as requested); and attend any other meetings deemed necessary by the **Authority**. Supervise and attest the drafting of resolutions and meeting minutes as they are recorded by the meeting secretary when requested.
4. Review procurement policies and procedures, contracts, bid processes, and professional service agreements for compliance with the **Authority's** existing policy, HUD and State of Connecticut regulations and existing laws, and executing approval of such utilizing standard Opinion of Counsel documentation as required by these Agencies. Research, analyze, assist in the development and / or

provide opinions toward the development of **Authority** policies and procedures to ensure compliance with all applicable Federal, State, and Local applicable laws and regulations.

5. Interface with HUD legal counsel in order to comply with existing and changing regulations related to Public Housing Programs, and review and approval of contracts with these agencies relative to these programs.
6. Institute and bring to successful conclusion in Court of Original Jurisdiction all actions for recovery of possession of dwelling units, including the eviction processes, the collection of rent, and any other lease violations, as requested by the **Authority**.

### **III. FIRMS QUALIFICATION (Minimum):**

1. Firm should be admitted to the Connecticut Bar and licensed to practice law within the State of Connecticut.
2. Firm certifies by submission of a qualification proposal that it is not currently listed as a debarred, suspended, or an ineligible Firm by any agency of the Federal or State government including HUD, DECD or GSA (No proposal received from a disbarred, suspended, or ineligible Firm will be considered).
3. Knowledge of Laws, statutes, procedures etc. with regard to PHA's and Landlord / Tenant relations, Procurement and other Housing related issues.

### **IV. Selection Criteria / Evaluation Criteria:**

Firms will be evaluated on the basis of their written responses to this Request for Proposal and their performance in oral interviews, if required. Evaluation will be based upon the following criteria and the fee schedule will be considered in conjunction with these technical factors:

1. Experience and familiarity with Public Housing Management Processes, Local, State, and Federal (HUD) policies, rules and regulations, including contracting and procurement principles. **30 points**

2. Demonstrated knowledge of Public Housing / Resident and Landlord /Tenant Relations and Legalities. **30 points**
3. Resources and capacity currently available to provide the services described in Section II above in a timely and cost-effective manner. **30 points**
4. Proposed fee schedule. **10 points**

The Authority will award a contract resulting from this Request for Proposal that is the most advantageous to the Authority. The contract will be awarded on the basis of proposals received.

The Authority reserves the right to cancel this RFP or to reject, in whole or in part, any and all qualification proposals received in response to this RFP, upon its determination that such cancellation or rejection is in its best interest. The Authority further reserves the right to waive any deficiencies in the proposals received, if it is in the Authority's interest to do so.

**V. SUBMISSION REQUIREMENTS:**

1. Provide a brief description of the background of the firm and the individual attorneys who will be assigned to work with the **Authority**. Please indicate their probable areas of responsibility and the percentage of their time, which would be available to assist the **Authority**.
2. Provide a copy of the firm's Affirmative Action Policy or Program.
3. Provide a list of references for which your firm has rendered similar legal services. Please include names of persons to contact, as well as addresses and telephone numbers.
4. Certification that the firm and its attorney(s) has not been disbarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local tribunal.
5. Provide any additional information you deem relevant that would assist the **Authority** in its evaluation of your firm.
6. Statement of experience as General Counsel and Litigations.
7. Provide evidence of understanding of all various fields of expertise necessary to perform as the legal counsel for the **Authority**.
8. Capability and capacity, including adequate facilities and resources to accomplish work within required time frames.
9. Understanding of and proven ability to work with the State Department of Labor, State and Federal Court and other relevant administrative agencies.

Proposals must be received at the New Britain Housing Authority Administrative Office no later than Wednesday, May 29, 2019 at 2:30 p.m. Eastern Standard Time.

Proposals must be delivered to:

**John T. Hamilton, Executive Director  
Housing Authority of the City of New Britain  
16 Armistice Street  
New Britain, CT 06053**

Submit one (1) unbound original, two (2) copies and one (1) flash drive of your proposal. Proposals must be submitted enclosed in a sealed envelope clearly marked “**Request for Proposals – General Counsel**”. The envelope must be addressed, and mailed or delivered to the individual specified above. Proposers shall be responsible for actual delivery of proposals during business hours at the above address. It will not be sufficient to show that a proposal was mailed in time to be received before scheduled closing time for receipt of proposals. **FACSIMILE SUBMISSIONS ARE NOT ACCEPTABLE.** Proposals received after the specified time and date will be rejected.

The New Britain Housing Authority hereby reserves a period of not less than sixty (60) days, if necessary after May 24, 2019 to tabulate and evaluate all proposals submitted on or before the closing date and hour. No proposals may be withdrawn during the acceptance period of 60 days.

## **VI. FEE STRUCTURE:**

Please provide a fixed fee amount for a two-year period for the performance of the services listed above. You may indicate a maximum cap of hours of representation available for the fixed fee. If a maximum cap is provided, also provide an hourly rate to be applied if the cap is exceeded.

- A. **Summary Process:** As identified in Section II:
1. The Authority initiates on average 2 or 3 eviction actions per month. Of those actions initiated each month, approximately 2 are actually returned to court. The Authority will prepare the notices to quit. The authority is also responsible for scheduling, with the sheriffs, the service of the notices to quit and the actual evictions. Counsel will have to prepare and sign summons and complaints. Counsel will also be responsible for returning the complaints to court and taking all steps necessary to proceed to judgment and if necessary obtain an execution.
  2. Please provide a per case rate to be consistently charged over the two-year period. The per case rate should be provided for two stages in the process, a fee for writ preparation and a fee for all steps after returning the writs to court. The fixed rate bid is to be constant for the two-year period regardless of any change in volume from that presented above.
  3. Counsel will also be responsible for eviction matters for reasons other than non-payment,

such as failure of a tenant to recertify, nuisance and serious nuisance. Counsel will be responsible for preparing the 15 day notices, the notices to quit, and the summons and complaints.

- A. **Hourly Rate:** For all **other legal services** other than Summary Process (as identified in Section II.)
- B. **Reimbursement:** In addition, the Authority shall reimburse all reasonable and necessary expenses or disbursements paid or incurred by Counsel on behalf of the Authority in connection with the above services as follows:
  1. The Authority will be responsible for any related costs or fees such as; filing fees, court costs, and any outside vendor costs incurred by Counsel.
  2. Travel cost will be reimbursed in accordance with HUD established per mile rate for in excess of 45 mile radius.
  3. All legal fees and costs are payable within 30-days after submission of the billing invoice by Counsel subject to approval by the NBHA.

The Authority **does not pay** for a firm's education or developmental costs associated with its becoming familiar with statutory and case law pertinent to the Authority. In addition, the Authority will not pay for any law firm's overhead. Overhead expenses include, but are not limited to the following:

1. Secretarial or Clerical overtime, unless such overtime is occasioned by an emergency situation created by the Authority
2. Charges relating to word processing or computer time, preparation of invoices and bills. Markups on any supplies or services procured by outside counsel are considered "overhead".
3. Temporary personnel may not be used without authorization, which may be conditioned on the law firm's absorption of a portion of the cost.

## **VII. SPECIAL CONDITIONS:**

### **1. Insurance:**

Counsel shall furnish insurance certificates with coverage in the following amounts issued by a firm licensed to conduct business in the state of Connecticut. Upon signing this Agreement, the Counsel shall provide a certificate of insurance evidencing said insurance. Counsel will promptly provide the Authority with a copy of the insurance policy upon request. It is understood that Counsel shall not change the terms and conditions of such insurance policy except upon prior written approval of the Authority, which approval shall not be unreasonably withheld.

- A. **Comprehensive General Liability Insurance, including Contractual Liability Insurance:** Issued by an insurance company licensed to conduct business in the State of Connecticut with limits not less than \$500,000 for all damages because of bodily injury sustained as the result of any occurrence and limits of \$250,000 for all damages of property sustained by each person as the result of any one occurrence and

\$500,000 for all property damage sustained as a result of any one occurrence or a limit of \$500,000 Combined Single Limit (CSL). All, if any deductibles are the sole responsibility of the Contractor to pay and/or indemnify.

B. **Automobile Liability Insurance:** Limits not less than \$250,000 for all damages because of bodily injury sustained by each person as a result of any occurrence, \$500,000 for damage because of bodily injury sustained by two or more persons as the damage sustained as the result of any one occurrence or a limit of \$500,000 Combined Single Limit (CSL).

C. **Workers' Compensation Insurance:** Issued by an insurance company licenses to conduct business in the State of Connecticut with limits not less than \$100,000 in accordance with the U.S. Department of Housing and Urban Development rules and regulations, and manuals; Connecticut State Statutes; the State of Connecticut, Department of Economic and Community Development, Bureau of Housing rules and regulations, and policies; and the Authority's Workers' Compensation insurer requirements.

D. **Other: Malpractice or Error & Omission Insurance:** Counsel shall carry malpractice or errors and omissions insurance with minimum coverage limits of One Million Dollars (\$1,000,000.00), to cover the work performed under this Agreement. Counsel is responsible for the payment of all premiums.

E. All, if any, deductibles are the sole responsibility of the Counsel to pay and/or indemnify.

F. Insurance coverage shall remain in full force for the duration of the Agreement including any and all extensions or renewal thereof.

G. **The Housing Authority of the City of New Britain shall be named as an Additional Insured ATIMA (As Their Interest May Appear)** on any and all Certificates of Insurance.

H. The policy shall provide for not less than thirty (30) calendar days notice of cancellation to the Authority

I. It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the Counsel by virtue of its promise to hold the Authority harmless so that, in the event that any claim results in a settlement of judgment in an amount above the limits set in 1.A above, the Counsel shall be personally liable to, or for the benefit of the Authority for the excess.

J. Insurance requirements and coverage may be reviewed from time to time during the term of this Contract and all extensions and renewals hereof. The Counsel agrees to comply with any and all reasonable insurance requirements or modifications made by the Authority.

K. Cancellation or other termination of insurance policies required by this Contract without immediate replacement thereof may be considered a breach of contract. The Counsel provides that such breach of contract may be cured by procurement of insurance on behalf of the Counsel, at the Counsel's expense, at the Authority's option.

2. **Equal Employment Opportunity and Affirmative Action:**

- a. During the performance of this contract, the counsel shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap or sexual preference.
- b. The Counsel shall take affirmative action to ensure that employees are employed, and that employees are treated equally during employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.
- c. The Counsel agrees to abide by all terms and conditions contained in Paragraph 14, Equal Employment Opportunity of the **General Contract Conditions, Non-Construction** (Form HUD 5370-C)

The Counsel hereby agrees to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut and City of New Britain, including, but not limited to, the following:

- a. Civil Rights Act of 1964, as amended,
- b. Civil Rights Act of 1991, as amended,
- c. Executive Orders Numbers 3 and 17 of the State of Connecticut
- d. Section 504 of the Rehabilitation Act of 1973,
- e. Americans with Disability Act (ADA) of 1990; Public Law 101-336 (as applicable).

3. **Indemnification:**

Counsel shall indemnify the Authority, and its officers, agents, and employees, acting in their official capacity, from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees, arising from the negligent acts, errors or omissions in the performance of services set forth under this agreement.

4. **Ethics and Conflicts of Interest:**

- a. The Counsel shall disclose any known financial or other interest held by an Authority employee, officer or agent in the firm selected for award;
- b. The Counsel shall disclose to the Authority all immediate family members of the Counsel (including parents, parents-in-law, spouses, children, brothers, sisters, brothers-in-law, sisters-in-law, step-parents or siblings, aunts, uncles, first cousins) employed by the New Britain Housing Authority.

VIII. APPENDIX



GENERAL COUNSEL

# APPENDIX

## A

### HUD FORMS

- Instruction to Offer (Non-construction HUD 5369-B)
- Certification and Representations of Offeror (Non-Construction HUD-5369-C)
- General Contract Conditions (Non-Construction) HUD-5370-C

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability.** This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) greater than \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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**Section I - Clauses for All Non-Construction Contracts greater than \$100,000**  
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### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA 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 HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (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 HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

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

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, 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.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
  - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
    - (i) appeals under the clause titled Disputes;
    - (ii) litigation or settlement of claims arising from the performance of this contract; or,
    - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) 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 (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> 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:

# 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:]

## GENERAL COUNSEL

# APPENDIX

## B

- Schedule of Holidays observed by the NBHA – 2019
- Schedule of Board of Commissioners Meeting – 2019



**New Britain Housing Authority**

**2019 HOLIDAY SCHEDULE**

The following is a list of the holidays observed by the New Britain Housing Authority during the year 2018. No work may be performed at any New Britain Housing Authority development on any of the dates noted below:

	HOLIDAY'S 2019	
NEW YEAR'S DAY	TUESDAY	JANUARY 1, 2019
MARTIN LUTHER KING DAY	MONDAY	JANUARY 21, 2019
PRESIDENT'S DAY	MONDAY	FEBRUARY 18, 2019
GOOD FRIDAY	FRIDAY	APRIL 19, 2019
MEMORIAL DAY	MONDAY	MAY 27, 2019
INDEPENDENCE DAY	THURSDAY	JULY 4, 2019
LABOR DAY	MONDAY	SEPTEMBER 2, 2019
COLUMBUS DAY	MONDAY	OCTOBER 14, 2019
VETERAN'S DAY	MONDAY	NOVEMBER 11, 2019
THANKSGIVING DAY	THURSDAY	NOVEMBER 28, 2019
DAY AFTER THANKSGIVING	FRIDAY	NOVEMBER 29, 2019
CHRISTMAS DAY	WEDNESDAY	DECEMBER 25, 2019

**16 Armistice St. ♦ New Britain, CT. 06053 ♦ Phone: (860) 225-3534 ♦ Fax: (860) 832-6079**

HOUSING AUTHORITY OF THE CITY OF NEW BRITAIN  
16 ARMISTICE STREET, NEW BRITAIN, CT 06053

**SCHEDULE FOR 2019**  
**BOARD OF COMMISSIONER MEETINGS**

<b><u>Date of Meeting</u></b>	<b><u>Time of Meeting</u></b>	<b><u>Location of Meeting</u></b>
January 16, 2019	6:00 p.m.	Annual Meeting – Jane Johnson Community Center Mt. Pleasant, 18 Armistice St., NB,CT
February 20, 2019	6:00 p.m.	Jane Johnson Community Room Mt. Pleasant 18 Armistice St., NB, CT
March 20, 2019	6:00 p.m.	Oval Grove, Community Center 12 Dobek Rd., NB, CT
April 17, 2019	6:00 p.m.	Kennedy Apts., 300 East Main St., NB, CT
May 15, 2019	6:00 p.m.	Jane Johnson Community Room Mt. Pleasant 18 Armistice St., NB, CT
June 19, 2019	6:00 p.m.	Knapp Village, 80 Halsey Road, NB, CT
July 17, 2019	6:00 p.m.	Oval Grove Community Center, 12 Dobek Rd, NB, CT
August 21, 2019	6:00 p.m.	Graham Apts., 107 Martin Luther King Dr., NB, CT
September 18, 2019	6:00 p.m.	Ribicoff Apts., 67 Martin Luther King Dr., NB, CT
October 16, 2019	6:00 p.m.	Jane Johnson Community Center Mt. Pleasant, 18 Armistice St., NB, CT
November 20, 2019	6:00 p.m.	Graham Apts., 107 Martin Luther King Dr., NB, CT
December 18, 2019	6:00 p.m.	Oval Grove, Community Center, 12 Dobek Rd., NB, CT.

GENERAL COUNSEL

# APPENDIX

## C

- Addendum to General Counsel Service Agreement

## ADDENDUM TO GENERAL COUNSEL SERVICE AGREEMENT

1. The **Housing Authority of the City of New Britain (PHA)** \_\_\_\_\_ engaged to provide professional legal services to the PHA in Connecticut with general legal services agree that the provisions of the Addendum to the Agreement for General legal services are hereby incorporated in PHA and \_\_\_\_\_ Agreement as if they had been set forth at length therein.
2. During the pendency of the legal services agreement the Legal Service Provider (LSP) shall not, without HUD approval, represent any officer or employee of PHA, in her/his individual capacity, in Connecticut with potential civil liability or criminal conduct issues related to PHA operations.
3. LSP has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by LSP cannot be inconsistent with the foregoing obligation. Specifically, LSP shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to PHA records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be available to PHA. HUD requires public housing agencies to provide HUD, GAO, or the officers and agents of HUD and GAO, with “full and free” access to all their books, documents, papers and records. See 24 CFR § 85.42 (e)(I); HUD Handbook 7460.7 Rev.-2, § 1-2(B)(2).
4. PHA and LSP shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailing billing statements, and evidence of payment thereof relating to LSP’s engagement. Such records constitute “PHA records” and are subject to section 3, above.
5. If HUD or PHA determines that LSP is violating any provision of this Addendum to the Legal Service Agreement, it shall timely notify LSP of such violation. LSP will have 48 hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If LSP fails to adequately cure the noticed violation within 48 hours; (A) HUD, in its discretion, may demand that PHA terminate the professional legal services engagement for breach, or henceforth, satisfy all costs associated with the engagement with non-Federal-funds; and/or (B) PHA, in its discretion, may terminate the professional legal services engagement for breach. Additionally, HUD may sanction LSP to 24 CFR. Part 24.



6. Should any part, term, or provision of the Addendum to the Agreement for General Legal Services be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provision shall not be affected.

Legal Firm:

Housing Authority of the City of New Britain

By \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
John T. Hamilton, Executive Director