

NEW BRITAIN HOUSING AUTHORITY

Request for Proposal for Fully Integrated, Web Based Authority Housing Software

RFP 2019-08-HS

Opening Date – Monday, August 12, 2019

Closing Date – Friday, September 13, 2019 at 3:00 p.m.

HOUSING AUTHORITY OF THE CITY OF NEW BRITAIN

Request for Proposals

Fully Integrated, Web Based Authority Housing Software

Solicitation Number: 2019-08-HS
Issue Date: August 12, 2019
Submission Due Date: September 13, 2019
Time: 3:00 p.m., Local Time
Submission Place: New Britain Housing Authority
16 Armistice St.
New Britain, CT 06053
Questions Submissions due Date: August 23, 2019
Time: 3:00 PM

Direct General Inquiries To: John T. Hamilton, Executive Director
jhamilton@nbhact.org
BY August 23, 2019 NO LATER THAN 3:00 PM
All Answers and Addendums to the Solicitation will be posted on NBHA's website: www.nbhact.org

NBHA must receive sealed submittals of the RFP and a fee proposal. Submit one (1) unbound original, five (5) 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: _____ Email: _____
Date Submitted: _____

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

Section I –General Terms and Conditions

Submission Requirements

All proposals shall be marked: **New Britain Housing Authority Integrated, Web Based Housing Authority Software – RFP 2019-08-HS.**

1.1 SUMMARY STATEMENT

The New Britain Housing Authority in the City of New Britain, Connecticut, hereinafter referred to as “Authority,” has a need for a Fully Integrated, Web Based Housing Authority software system. The intent of this Request for Proposal (RFP) is to award a contract to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the Authority. Bidders shall make all investigations necessary to thoroughly inform themselves about the Authority's operations. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the RFP, will be accepted as a basis for varying the requirements of the Authority or the compensation to the vendor. Bidders shall be held to have examined Authority's operations and satisfied themselves as to the existing conditions under which they will be obligated to operate in performing their part of the work in the agreement.

Amendments: If it becomes necessary to revise this RFP, amendments will be posted at www.nbhact.org. It is the responsibility of the bidder to check this website throughout the open bidding period. The Authority will not be responsible for incorrect bids due to bidder's noncompliance with amendments.

1.2 PROCUREMENT METHOD

This contract will be awarded in accordance with the Authority's Procurement Policy. The intent of this RFP is to award a contract to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the Authority.

1.3 CONTRACT TYPE

The contract that results from this RFP will be a fixed price type contract. The Authority reserves the right to make multiple contract awards for all of the services required pursuant to this RFP.

1.4 INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the Authority is contracting with the successful bidder as an independent contractor. The parties hereto understand and agree that the Authority shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful bidder under this contract and that the successful bidder has no authority to bind the Authority.

1.5 CONTRACTOR RESPONSIBILITY

Procurements shall be conducted only with responsible parties, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity (including a review

of the List of Parties Excluded from Federal Procurement and Non-procurement programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other Authorities), and financial and technical resources. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.

Contracts shall not be awarded to debarred, suspended or ineligible contractors. Contractors may be suspended, debarred, or determined ineligible by HUD in accordance with HUD regulations when necessary to protect the Authority in its business dealings.

1.6 CONDITIONS FOR SUBCONTRACTING AND APPROVALS

The Contractor may not subcontract any portion of the services provided under this RFP without obtaining the prior written approval of the Authority, which approval the Authority may withhold or condition in its sole and absolute subjective discretion. The Authority shall not be responsible for the fulfillment of the Contractor's obligations to their subcontractors.

1.7 MANDATORY CONTRACTUAL TERMS

By submitting a proposal in response to this RFP, a bidder, if selected for award, shall be deemed to have accepted the terms of this RFP, and any revisions thereto, and this RFP shall be made a part of the engagement contract with the successful bidder.

1.8 INDEMNIFICATION

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses – including attorney fees – and otherwise hold harmless the NBHA, its employees, and agents from any liability of any nature or kind in regard to the delivery of services.

1.9 INSURANCE COVERAGE AND LIMITS

The proposer shall furnish to NBHA evidence of the following minimum amounts of insurance coverage.

Worker's Compensation to apply to all employees for statutory limits in compliance with applicable state and federal laws. Business auto policy or similar form shall have minimal limits of \$1MM per occurrence combined single limit for bodily injury and property damage liability. This shall include owned, hired and non-owned vehicles.

Commercial General Liability or similar form shall have minimum limits of \$1MM per occurrence combined single limit for personal injury, bodily injury, and property damage liability. Coverage shall include premises and/or operations, independent contractors, products and/or complete operations, contractual liability and broad form property damage endorsements. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed.

1.10 SECTION 3

If the successful bidder or a subcontractor of the successful bidder has the need to hire new persons to complete their contract responsibilities, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. In addition, the

successful bidder must notify the recipient agency about their efforts to comply with Section 3 and submit any required documentation.

Section 3 Business Concern means a business concern that is (1) 51 percent or more owned by Section 3 residents; or (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “Section 3 business concern.”

Section 3 resident means: (1) A public housing resident; or (2) An individual who resides in the City of New Britain and who is: (i) A low-income person, as defined to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by HUD, with adjustments for smaller and larger families; or (ii) *A very low-income person*, as defined to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

Section II –Scope of Work

2.1 SCOPE OF SERVICES

The New Britain Housing Authority is a Mid-Size Housing Agency located in New Britain, Connecticut and is operated under the U.S. Department of Housing and Urban Development, whose mission is to provide affordable, safe housing to low income individuals, families, the elderly, and the disabled. To accomplish this NBHA implements various programs designed and funded by HUD.

The NBHA maintains contractual arrangements with HUD to manage and operate its low rent public housing and administer the Section 8 Program; the NBHA programs are federally funded along with developmental grants and rental income.

The NBHA currently employs approximately 40 regular full-time staff, has 804 public housing units and manages over 800 Section 8 vouchers and operates 1-501(c)3. We also run a moderate Capital Fund Program and a Program for Family Self Sufficiency and ROSS. Future conversion to RAD and Project Based Vouchers are in the Vision of this Authority. The Authority’s funding is greatly dependent on the US Department of Housing and Urban Development (HUD). HUD’s funding is dependent on annual appropriations from Congress.

The Authority currently utilizes one physical Dell server. Workstations are running Windows 7. For approximately 5 years the software used by the Authority is MRI TenMast Win 10 2+ Software.

There are approximately 36 users on the system presently. Virtual private network connectivity is required for offsite employees with a minimum number of 3 remote sites needed. The firm will include in their bid all necessary materials, equipment and labor to provide a fully integrated, management system, with a multi-user environment.

It is the Authority’s objective to integrate all Authority property management and financial functions into the new system, thereby minimizing the existence of duplicate systems and eliminating most or all of the stand-alone systems, software and databases. The system needs to support the needs of all Programs and organizations and provide data to support decision-making as the Authority moves to a new operational model. We are interested in the following modules:

- HQS Inspections/HQS Mobile
- UPCS Inspections/UPCS Mobile
- Online Applications
- Applicant Portal
- Landlord Portal
- Resident Portal
- Work Order Resident Portal
- Document Imaging
- Accounts Receivable
- Accounts Payable
- Bank Reconciliation
- Project Based HCVP

- Waiting List
- Section 8
- Low Income Public Housing
- Maintenance Work Order
- Maintenance charges
- Mobile Work Orders
- Procurement
- Materials Inventory
- Fixed Assets
- Rent Reasonableness
- Utility allowance Section 8 and Public Housing
- Report Generation
- Letter Generation
- Grant Management
- PIC File Generation
- Inventory Bar Coding System

Please note that the requirements listed above are the minimum acceptable requirements. Any additional system modules or features that are proposed should be listed separately as optional with itemized prices in the Cost Proposal.

As a part of this software implementation project, the Authority expects to re-evaluate and modify its business processes in order to most efficiently incorporate the business logic included in the successful Offeror's system applications. It is expected that the successful Offeror will have resources available to work with the Authority on business process redesign work throughout the implementation process.

Vendor Information (TAB 1)

Please provide general vendor information in the format that you feel best represents your company. Please be sure that each of the following concepts/questions is addressed:

- Identify the individual(s) in your organization who will be our contact(s) throughout the evaluation process. Please include name, title, hours of availability, mailing address, e-mail address and both voice and fax phone numbers as well as a brief bio.

- Describe your primary business. Provide a short history of your business, including when it was founded, any major milestone events.
- Discuss the factors that differentiate your system and service from systems and services offered by other Vendors.
- How many employees does your business have in each functional area that works solely in the HUD industry (sales, customer support, implementation, R&D, etc.)?
- How many customers do you have in total?
- Does your company market strictly to Housing Authorities? If not, what percentage is your company dedicated to HUD. What other markets do you provide services to?
- Does your company have a User Group? Please explain.
- How much does your organization spend annually for New Product Development?
- Are we required to attend any meetings, annual or training? Outline any costs involved, with an estimate for Travel in the Cost Section.
- How many times has your software changed in the past 5 years? Were there costs associated with these updates? Please outline the costs that were charged.

Software Requirements (TAB 2)

Please provide information in the format that you feel best represents your company. Please be sure that each of the following concepts/questions is addressed:

- Does your system run on Windows?
- Does your system use Microsoft SQL, if not explain?
- Does the system have import/export capabilities? If so, please explain.
- Who is your closest client to our Agency?
- Does your database support transaction logging in order to quickly restore a full database backup easily?
- Does the system provide flexibility throughout to route inquiry requests directly to the screen, printer, fax, e-mail, file, etc.?
- Does the system provide complete “Drill-Down” capability on-screen (summary level to transaction level) in all areas of the application?
- Do you support import and export capability of data to other commercially available packages such as Microsoft Excel and Word?

- Does your company have a Microsoft certified support team and what is their level of certification?
- System must include capability to attach electronic files, such as digital images and electronic documents, directly to specific entities, (i.e. applicant, landlord, unit, etc.) without using a separate application.
- Please describe system flexibility in adding user-defined fields. How many are available?
- Ability to automatically identify and warn user of similar entity names, aliases, and tax ID numbers as they are entered into the system?
- Does your system offer automatic notifications?
- How will our Agency have a voice in the future development of the product?
- Does the system allow users to continue to work while a check is being processed without disruption?
- Do you have an integrated Accounting Module?
- Is the software hosted or on premise, both?
- What versions of Windows does the software run on?
- What database software is used?
- What SSO options does the software have?
- How well does the software tie into or interact with Active Directory?
- With respect to export of data what information, if any, is NOT exportable? What can't be exported?
- To what extent is daily information exportable to Word, Excel, etc for custom reporting?
- How is data secured within the system?
- How is access controlled/restricted within the system (RBAC, MAC, other)?
- What encryption, if any, is used and how/where?
- What additional / external services, software are required /recommended to use this software (i.e. Acrobat, Office 365, etc)?
- How are backups of data handled?

Reporting Requirements (TAB 3)

Please provide information in the format that you feel best represents your company. Please be sure that each of the following concepts/questions is addressed:

- Do any letters or reports come with your system? Are there costs for additional letters or reports?
- What is the cost for each report and letter?
- Can standard users develop reports easily with your report writer or will they require assistance from systems personnel or a “power user”?
- The application must include a data mart-style system for easily collecting information in order to rapidly produce reports.
- Does the data mart have every table linked through a fact table to minimize joins?
- Does your report writer have the capability to export reports to spreadsheets, word processors or desktop publishing packages? Describe, in detail, how this is accomplished and which programs are utilized.
- Using the application, SEMAP indicators must be produced.
- Using the application, PHAS indicators must be produced.
- Do you have a VMS Report?
- Does the system provide all reports required by HUD (e.g. 50058, 52665, 52580) and other federal programs (e.g. American Disabilities Act)? Please list/describe as appropriate.
- Describe how the HA can customize standard reports/letters in the system.
- Please describe system’s data warehouse or report mart and costs.
- Please describe how your system will allow end users to change canned reports.
- Describe if/how your systems allows staff the ability to customize standardized reports and letters.
- The Authority requires Data Models must be present prior to the installation. Does your company provide Data Models and a Data Dictionary? Is there a cost?
- Within any screen in the system the user should have the ability to display field information; this field information should show the tables that make up that field along with the ability to copy the script to the crystal report writer for easy to data for reporting.
- Does your system provide the FDS REAC report?

Hardware / Network / Hosting (TAB 4)

- Provide technical specifications on the preferred hardware configuration including all components (e.g., CPU, disk, memory, workstation, peripherals, virtual, physical, etc.).
- Provide hardware information for Inspections and Work Orders. Provide the brand name and Model with the detailed specifications of the device.
- Does your company provide a hosting solution? If so, provide details as to security and locations of servers where data is stored.
- 4 What are networking requirements?
- What, if any, network limitations are there?
- If hosting:
 - What are network bandwidth requirements?
 - Is it on a private or public cloud, if public which one (AWS, Azure, other?)
 - How many and of what severity have there been impacts/issues/problems on/in the hosting environment?
 - What, if any, is the Service Level Agreement (SLA)?
 - What, if known, Tier is the datacenter?

Support Services (TAB 5)

Please provide information in the format that you feel best represents your company. Please be sure that each of the following concepts/questions is addressed:

- Describe in detail the customer support services that are provided by your company.
- Do you depend on a third party to support your software?
- Do we receive a certain amount of Support annually? Is there a cost for additional support?
- How many people are in your support department?
- Define how you calculate maintenance. Do we pay a fee per unit?
- If hosting, do you manage the servers or do you have a third party company do it?
- Who provides security for Hosted Servers?
- Will we be assigned an account representative who will work with us through implementation?

- Is a hotline telephone service part of your support? During what hours is this service available? Is there an additional charge for this service? How are support calls prioritized? Is there a 1-800 number provided? If so, is there a fee?
- Do you ever charge extra for telephone support if the reported problem is a customer / user problem and not a software problem?
- Does your standard maintenance agreement limit the number of calls or support hours a client may use without being charged additional fees?
- Can you provide 24 hour, 7 days a week support? If so, what is the additional cost?
- Do you provide a Web site with FAQs (Frequently Asked Questions), software patches, device drivers, training videos or online tutorials? Is there a cost for these services?
- Is the documentation available on-line? How thorough is documentation? Do you have quick reference guides?
- Are all documentation updates associated with an enhancement or maintenance release provided at no additional charge?
- Describe your business' policy on modifications that might be made to your system by a customer after initial installation. What impact would such customer modifications have on your system's warranty? On future releases?
- Describe the process of how custom modifications to the software are handled within your organization and distributed to your clients.
- How many Help Desk employees are dedicated solely to PHA issues?
- Are vendor employees, including Help Desk, employees trained in the public housing industry, (outside of software specific)? Please explain:
- Does the vendor have staff dedicated to the understanding of HUD regulations?
- Does your company provide after-hours support? Please provide support hours.
- What is the average number of years your support staff technicians have a) worked for your company and b) been in the HUD arena?
- Describe your support after go-live.
- Is there a "cap" to your Annual Maintenance increases? Please explain and show increases in Cost section.
- How are the updates to the system handled?

System Maintenance (TAB 6)

Please provide information in the format that you feel best represents your company. Please be sure that each of the following concepts/questions is addressed:

- Do you apply updates for us?
- Describe how your customers influence and contribute to the content of the enhancement update.
- What is your policy (and charges) for supporting new upgrades?
- Does your standard software maintenance program outline support call response times?
- Does participation with your standard software maintenance program guarantee unlimited lifetime version and platform upgrades of application software licenses, (excluding 3rd party products)?
- Does your standard software maintenance program guarantee e-mailed notification of changing HUD regulations to clients?
- Does your standard software maintenance program guarantee online auditing of all support calls?
- Please provide a copy of your most current Standard Software Maintenance Agreement with this proposal.

Does your website include (check all that apply):

- Comprehensive status of federally Mandated Changes
- Upgrades, Fixes and Enhancements
- Access to status of all events (viewing Licensee specific Support Events real- time and development status events real-time)
- Freely available User Manuals and Documentation
- Frequently Asked Questions page with the associated responses or answers
- Hardware configuration Documentation, including minimum requirements
- Company announcements
- List of Application Software Modules and Add-On Software
- Enhancement request listing including written description of specifications
- Custom Programming request listing including written description of specifications
- Free Training Videos

- Are product enhancements included in your support program?
- What is your policy regarding the support of earlier versions of your software?
- Was the vendor's standard maintenance agreement written in conjunction with the vendor's user group or by the vendor only?

- Does the vendor’s standard maintenance agreement outline the terms for client enhancements and requests?
- Does the vendor’s standard maintenance agreement guarantee that data conversion utilities will be made available to the HA at no cost should the HA upgrade currently licensed modules?
- What is the process for restoring data in the event of disaster?
- What automatic notifications does the system provide both for system administrators and end users?

Implementation / Data Conversion (TAB 7)

Please provide information in the format that you feel best represents your company. Please be sure that each of the following concepts/questions is addressed:

- Describe your company’s Data Conversion methodology?
- Describe your company’s Implementation methodology?
- Describe your company’s Training Plan. Is training onsite or remote? Are there annual fees?
- Provide a sample timeline that will show the steps through the implementation
- Describe your company’s and/or software’s ability to correct transferred data after implementation.

Cost and Fees (TAB 8)

List in detail and summarize the costs and fees of obtaining and utilizing the system(s) described in your Proposal.

Please provide information and costs for a three (3) year period, for each of the following items:

- 1 Software Licensing Fees
- 2 Professional Services (Set-ups, Testing, Training, etc.)
- 3 Annual Maintenance
- 4 Software Installation and System Testing
- 5 Project Management
- 6 Annual Maintenance and any other annually recurring costs
- 7 Show all hours associated with Implementation items

Attachments (TAB 9)

Please provide completed attachments in this area.

Section III –Evaluation Factors

3.1 RATING CRITERIA

Proposals shall be evaluated only on the criteria stated in this RFP in accordance with the Competitive Proposal procurement method. The criteria will be fairly and thoroughly evaluated. All proposals will be rated on a scale of 0 to 100 points, with criteria weighted as listed below. Vendors must provide a response to each of the Rating Criteria listed in this section: Experience, Software and Support, Data Conversion, Reporting Capabilities, and Cost Effectiveness.

- **Experience** (30 Points)

Demonstrated experience with applicable HUD requirements (20pts.) Demonstrated experience of firm in providing computer systems to agencies of similar size and composition (10pts.)

- **Software and Support** (20 Points)

Compatibility with existing hardware and software (5pts.)

Generally accepted security features, including password protection, role based security and account policies (5pts.)

Easy to learn interface with readily available access to help and context messages (5pts.) Degree to which vendor can support software systems. (5pts.)

- **Data Conversion** (10 Points)

Ability of firm to provide data conversion with agencies of similar size and composition (5pts.)

Familiarity with converting data from current vendor (5pts.)

- **Reporting Capabilities** (10)

Easily and accurately export information from the system to other commercially available software such as Word or Excel (5pts.)

Ability of end users to develop reports easily with your report writer (5pts)

- **Cost Effectiveness** (30)

Price and other factors considered are the most advantageous to the Authority (30pts)

RATING PROPOSALS

The Rating Criteria listed above shall be reviewed and scored by committee as follows:

Evaluation Factors	Maximum Score	Actual Score
Experience	30	
Software and Support	20	
Data Conversion	10	
Reporting Capabilities	10	
Cost Effectiveness	30	
TOTAL	100	

A contract will be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the Authority.

Section IV – Proposal Instructions

4.1 POINT OF CONTACT

The point of contact in the Authority for purposes of this RFP prior to the award of a contract is the Authority's Executive Director. All contact relative to this RFP should be made in writing and directed to:

John T. Hamilton, Executive Director
New Britain Housing Authority
16 Armistice St.
New Britain, CT 06053
E-mail: jhamilton@nbhact.org

4.2 REQUEST FOR INFORMATION

Any prospective bidder desiring an explanation or interpretation of this RFP must request in writing, e-mail or regular mail, such request for information no later than August 23, 2019. Requests shall be directed to John T. Hamilton, Executive Director at the address listed in Section 4.1, herein. Any information given to a prospective bidder concerning the solicitation will be furnished promptly to all prospective bidders via the Authority's website, if that information is necessary in submitting an offer or if the lack of it would be prejudicial to any other prospective bidder. Oral explanations or instructions given before the award of the contract will not be binding on contract performance.

4.3 FORMAT AND CONTENT OF PROPOSALS

FIRMS INTERESTED IN RESPONDING TO THIS RFP MUST SUBMIT THE FOLLOWING INFORMATION, IN THE ORDER SPECIFIED BELOW. BE SURE TO ADDRESS ALL R A T I N G CRITERIA (SECTION 3.1) IN YOUR RESPONSE.

TAB 1: Evidence that contractor meets minimum qualifications. Contractor is encouraged to submit relevant and concise information regarding their experience and qualifications to perform the requested services. A minimum of three (3) PHA references must be provided. Names and qualifications of staff persons that will be responsible for providing services to the Authority and identity of the staff person who will be the primary contact. Provide a resume for each staff person who will be working on the project.

TAB 2: A detailed description of the Software that will be provided and information outlining the proposed approach and methodology.

TAB 3: A detailed description of the Reporting requirements that will be provided and information outlining the proposed approach and methodology

TAB 4: A detailed description of the Hardware required and services that will be provided and information outlining the proposed approach and methodology.

TAB 5: A detailed description of the Support services that will be provided and the information outlining the proposed approach and methodology.

TAB 6: A detailed description of System Maintenance that will be provided and information outlining the proposed approach and methodology.

TAB 7: A detailed description of Implementation and Data Conversion that will be provided and information outlining the proposed approach and methodology.

TAB 8: Fixed Price. Total fixed price for services to be provided shall be described including, travel expenses and training and support.

TAB 9: Completed Attachment-A: (form 5369-A) Representations, Certifications and other Statements of Bidders.

4.3 GENERAL INFORMATION

- Prepare your proposal in a practical, legible, clear, and straightforward manner.
- Answer each rating factor completely. Refer to Section III, Evaluation Factors, for the rating factors that will be used to evaluate proposals. Any omissions must be completely explained and justified.
- The Proposal shall be signed by an official authorized to bind the company.
- Bids submitted are irrevocable for 120 days following the closing date. This period may be extended at the Authority's request only with the bidder's written consent.
- Unless there is no need for negotiations with any other offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise solicitors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of the conformance to the solicitation requirements. No offeror shall be provided any information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt or proposal revisions based on negotiations.

- Any actual or prospective contractor may protest the solicitation or award of a contract for the serious violations of the principles of this Statement. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may at his discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.
- Cancellation of solicitations: This Request for Proposal may be canceled before offers are due if: The Authority no longer requires the supplies, services or construction; the Authority can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons.
- A solicitation may be canceled and all bids or proposals that have already been received may be rejected if: the supplies, services, or construction are no longer required; ambiguous or otherwise inadequate specifications were part of the solicitation; the solicitation did not provide for consideration of all factors of significance to the Authority; prices exceed available funds; there is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or for good cause of a similar nature when it is in the best interest of the Authority.
- The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.
- A notice of cancellation shall be sent to all offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any solicitation or future procurement of similar items.
- If all otherwise acceptable bids received in response to the RFP are at unreasonable prices, or only one bid is received and the price is unreasonable, the Authority shall cancel the solicitation and either: a) Re-solicit using a request for proposals; or b) Complete the procurement by using the competitive proposals method (when more than one otherwise acceptable bid has been received), or by using the noncompetitive proposals method (when only one bid is received at an unreasonable price); provided, that the Contracting Officer determines in writing that such action is appropriate, all bidders are informed of the Authority's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.
- If it becomes necessary to revise this RFP, amendments will be provided to all prospective bidders via the Authority's website at www.nbhact.org. Failure to acknowledge receipt does not relieve the bidder from complying with all terms of any such amendment.

Section V – Proposal Submittal

5.1 FORM OF SUBMITTAL

Submit one (1) clearly labeled original, one (1) flash drive, and five (5) copies of your proposal and completed Attachment A, in a sealed package, addressed as follows:

New Britain Housing Authority

16 Armistice St.

New Britain, CT 06053

Attention: John T. Hamilton, Executive Director

PROPOSAL - DO NOT OPEN

FULLY INTEGRATED HOUSING AUTHORITY SOFTWARE

SOLICITATION NO: 2019-08-HS

5.2 DELIVERY OF PROPOSAL

The proposals shall be properly addressed as shown in 5.1, and delivered or mailed so that the proposal is received on or before the response date and time.

Requests for extension of this date or time shall not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Authority; please note that daily mail through the U.S. Post Office may arrive at the Authority after 3:00 PM. Bids received by the Authority after the closing time and date will not be considered, unless conditions apply per Section 6 of form HUD-5369-B, "Instructions to Offerors – Non- Construction." Bids delivered by e-mail or facsimile shall not be considered. The Authority does not accept responsibility for late or mis-delivered proposals.

5.3 RESPONSE DATE AND TIME

The response date and time is:

Friday, September 13, 2019, at 3:00 PM

ATTACHMENT 1
HUD Instructions to Bidders
Form 5369-B

Instructions to Offerors Non-Construction



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:]

ATTACHMENT 2
HUD Representations, Certifications
Form 5369-C

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/offerors 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:

ATTACHMENT 3
General Conditions for Non-Construction
Contracts Sections 1 and 2
Form 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.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

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.

-
- (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 there of 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.

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

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.

ATTACHMENT 4 REFERENCE FORM

REFERENCE FORM

Proposer: _____

RFP Title: _____

Proposer must provide references for all contracts performed within the past two (2) years of similar size and scope to this contract.

Reference Contact: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Description and Date(s) of supplies or services provides: _____

Reference Contact: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Description and Date(s) of supplies or services provides: _____

Reference Contact: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Description and Date(s) of supplies or services provides: _____

ATTACHMENT 6
NONCOLLUSIVE AFFIDAVIT

HOUSING AUTHORITY OF THE CITY OF NEW BRITAIN

FORM OF NON-COLLUSIVE AFFIDAVIT
(Prime Bidder)

State of _____ }

ss

County of _____ }

_____ Being first duly

sworn, deposes and say that:

1. He/she is (owner, partner, officer, representative or agent) of _____
_____ the party making the foregoing proposal or bid; foregoing proposal or bid;
2. He/she is fully informed respecting the preparation and contents of the attached proposal or bid and all circumstances regarding the same;
3. Said proposal or bid is genuine and is not a collusive or sham proposal or bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties-in-interest, including this affidavit has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid or proposal in connection with the contract for which the attached with said contract, or has in any manner, directly or indirectly, sought by agreement or collusive or communication or conference with any other bidder, firm or person to fix the price or prices in the attached proposal or bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price of this or any other bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Housing Authority of the City of New Britain or any person interested in the proposed contract
5. The price or prices quoted in the attached proposal or bid are fair and proper and are not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of this Bidder or any of its agents, representatives, owners, employees, or parties-in-interest, including this affidavit and
6. All statements in said proposal or bid are true.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This _____ day of _____ 2019

_____ Notary Public

My commission expires _____

ATTACHMENT 9

Insurance Coverage