



## PROCUREMENT THROUGH COMPETITIVE PROPOSAL REQUEST FOR PROPOSAL (RFP) 1818-17 PEST CONTROL SERVICES (INTEGRATED PEST MANAGEMENT PROGRAM)

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August 2, 2017

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- Section 1: Introduction, Submission, Evaluation and Award
- Section 2: Scope of Services
- Section 3: Qualification Statement (*signature required*)
- Section 4: Price Proposal Form (*signature required*)
- Section 5: General Terms and Conditions

### ATTACHMENTS:

- Acknowledgement of Addenda (*list all issued addenda, signature required*)
- HUD Form 5369b: Instructions to Offerors (Pre-award Terms)
- HUD Form 5369c: Representations, Certifications and other Statement (*signature required*)
- HUD Form 5370: General Conditions of Contract for Non-construction Contracts
- Proposal Preference and Certification for Disadvantaged Businesses
- Proposal Preference and Certification for Disadvantaged Individuals
- Sample Contract
- Exhibit A - List of Properties

### SCHEDULE OF EVENTS:

- |                                  |                                                                 |
|----------------------------------|-----------------------------------------------------------------|
| Notice of Impending Solicitation | Wednesday, August 2, 2017                                       |
| Solicitation Issuance            | Monday, August 14, 2017                                         |
| Proposal Due Date                | Monday, August 29, 2017 @ 2:00 pm (Details 1.4)                 |
| Evaluation Period (tentative)    | Week of August 29, 2017                                         |
| Award/Contract Effective         | Award on or around September 12, 2017 Effective October 2, 2017 |

## SECTION 1 INSTRUCTIONS TO RESPONDENTS

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### 1.1. INTRODUCTION

The Housing Authority of the City of Hartford (the “Authority”) is seeking to contract through the competitive proposal process with a qualified individual(s) or firm(s) to provide Integrated Pest Management (IPM) Services as described in this RFP for all properties identified in Section 2 Scope of Services. The Authority reserves the right to make one award or multiple awards under this RFP, whichever is deemed to be in its best interest. The Authority reserves the right to make partial or full award of the services described below. Any obligations of Respondents in this RFP continue to be obligations of Contractor(s) when awarded.

Integrated Pest Management service will involve a partnership between the Pest Management Professional(s) (“PMP” or “Contractor”) and the Authority, one which focuses on a team approach to prevention, education, and collaboration with residents in an effort to reduce a reliance on pesticides. The Authority is looking for innovative, cost conscious proposals which incorporate sound management, improve the control of pests, reduce infestations, and limit recurrences through efficiencies and excellent management. This is in keeping with HACH’s commitment to be a fiscally responsible public housing provider that provides its residents with a safe living environment, quality maintenance service, well-kept facilities, and professional property management services.

*Term Contract.* The term of the contract resulting from this solicitation (the “Contract”) will be for three (3) years commencing on the date of award. Upon satisfactory completion of the initial term of the Contract, the Authority may extend the term of this Contract for two additional one year terms at its sole option. The Authority shall provide Contractor with written notice of its intent to extend the Contract at least one hundred eighty (180) days prior to the expiration of the then current Contract term.

*Quantities.* The Contract is an indefinite delivery, indefinite quantity contract. Services are required as and when needed.

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

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

The Contract is subject to an aggregate annual not to exceed expenditure limit of One Hundred Ninety Thousand Dollars (\$190,000.00) across all Contractors (the “Annual Limit”). Annual expenditures may not exceed the Annual Limit without confirmation of funds availability and the prior approval of the Board of Commissioners.

### 1.2. PRE-PROPOSAL CONFERENCE

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

### 1.3 QUESTIONS AND COMMUNICATION

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

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

#### SOLE RFP CONTACT

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

### 1.4. PROPOSAL DEADLINE AND DELIVERY

Respondents must deliver in a sealed package one (1) original, and two (2) copies of their response as well as an electronic version on CD to the following location no later than **2:00 PM on Tuesday, August 29, 2017.**

Deliver to:

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

To assure proper receipt and handling of responses, the outside of the package must be clearly marked with Respondent's Name and Address, and the words: *RFP 1818-17 Pest Control Services*

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

### 1.5. PROPOSAL FORMAT

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

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

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

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

Technical Proposal. Submit a detailed response to RFP Section 2, Scope of Services. Detailed response must include a draft of the Contractor’s proposed IPM Program. Address the scope items in the same sequence as they are presented in the RFP. Explain your knowledge of HUD requirements as may be applicable to this request for proposal and a sample of the forms and reports that would be utilized by your firm to carry out the work required. Staff or subcontractor substitution after award will not be permitted without prior written approval of the Authority.

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

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

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

Preference and Certification for Disadvantaged Businesses *(if applicable)*

Preference and Certification for Disadvantaged Individuals *(if applicable)*

#### 1.6. RIGHT TO VERIFY INFORMATION

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

#### 1.7. EVALUATION OF PROPOSALS

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

A selection committee will be convened to review responsive proposals.

#### 1.8. EVALUATION CRITERIA

#### POINTS

General Background and Experience .....	30
Verifiable experience within the Service Area(s) proposed; capacity to perform; references; integrity; knowledge of public policy; past performance; financial and technical resources.	
Technical Response .....	30
Narrative Response to the Scope of Services, demonstrated knowledge of staff that will be assigned to each Service Area.	

Competitiveness of Proposed Fees .....25

Socio-economic Consideration/Disadvantaged Business Preference .....15  
Respondent’s Section 3, small business, minority, woman and residency status.

### 1.9. INTERVIEWS

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

### 1.10. AWARD

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

1.11. SOCIO ECONOMIC CONSIDERATION: The Authority encourages and gives preference to companies located in or owned by certain persons residing in Hartford or in a public housing development in Connecticut (commonly referred as Section 3). The Authority’s Affirmative Purchasing Policy also encourages responses from all small businesses including minority and woman owned businesses.

A Section 3 Business is a Connecticut business at least 51% or more owned by a Section 3 resident or a Connecticut business with at least 30% permanent full time employees that are Section 3 residents or that within the past 3 years were Section 3 residents. A Section 3 resident is a public housing resident or a resident of Hartford with an income no greater than 80% of the median income for Hartford.

In order for Respondents to receive evaluation points for Socio Economic Consideration they must fill out and execute either the Preference and Certification for Disadvantaged Businesses or the Preference and Certification for Disadvantaged Individuals. In order for Respondents to receive evaluation points for Socio Economic Consideration they must fill out and execute either the Preference and Certification for Disadvantaged Businesses or the Preference and Certification for Disadvantaged Individuals.

### 1.12. CONDITIONS OF CONTRACT

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

In the event additional services are required that have not been awarded as a particular Service Area, but are within the scope of the services described in this RFP, the Authority will have the sole and exclusive right to

allocate the service to a firm under contract or seek the services on the open market, whichever is deemed to be in its best interest.

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

## **SECTION 2 SCOPE OF SERVICES**

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### **GENERAL**

The goal of the Hartford Housing Authority is to contract with a professional integrated pest management company that will control pests by the most economical long term means, and with the least possible hazard to people, property, and the environment. An Integrated Pest Management (IPM) approach will involve a commitment to continuous monitoring and record keeping, educational outreach to residents and staff as well as implementing good communication strategies between residents and building managers. IPM methods include: restricted pest access to food/water; vigilant sanitation and waste management; mechanical control; physical barriers; structural maintenance; and, where necessary, the judicious use of pesticides. The IPM approach will acknowledge adherence to the following roles and responsibilities all parties:

#### **The role of the Authority's Operations Management:**

1. Enforce PMP generated policies and procedures with staff and residents
2. Notify residents of PMP visit in advance- 48 hours' notice for non-emergency issues
3. Encourage a reporting system for residents and staff
4. Manage Pest Management Professional (PMP)
5. Monitor and maintain facilities
6. Identify problems, especially with housekeeping and sanitation and delegate the solutions.
7. Enforce resident lease provisions regarding housekeeping, sanitation, trash removal and storage

#### **The role of the Authority's maintenance staff:**

1. Eliminate leakage
2. Fix moisture problems
3. Install barriers to pest entry and movement
4. Monitor for pests and report problems
5. Work closely with the PMP to respond to maintenance problems documented in the IPM log.
6. Work with PMP to identify, create, and complete pest control work orders
7. Serve as authorized key-holder to allow access for PMP to resident units for services

#### **The role of resident support services in conjunction with property managers:**

1. Get assistance for residents who are unable to prepare their unit for the PMP due to financial or physical limitations
2. Educate residents on pests, proper housekeeping, reporting presence of pests, leaks, and mold
3. Collaborate with property managers on lease provisions regarding housekeeping, sanitation, trash removal and storage

**The role of the PMP:**

1. Adhere to contract provisions
2. Develop and implement IPM Policies and Procedures in conjunction with HACH which are specific to HACH developments
3. Provide technical assistance to HACH related to pest control
4. Communicate in writing and verbally with staff and residents with respect to pest control matters
5. Identify problems with HACH approach to pest control
6. Recommend and implement alternative approaches to integrated pest control
7. Monitor and track pests as described in this RFP and PMP response to this RFP
8. Apply safest pesticides as approved by HACH
9. Document everything: observations, pesticide usage, suggestions
10. Be licensed as required by the State or any other applicable regulatory body
11. Perform inspections of vacant units and provide “pest free” certification of vacant units upon Authority request

**The role of the residents:**

1. Prepare individual units for visits from the PMP or exterminator
2. Follow the lease regarding:
  - Housekeeping
  - Sanitation
  - Trash removal and storage
3. Report the presence of pests, leaks and mold
4. Report to Property Managers the presence of pests in building common areas
5. Participate fully in granting access to PMP for extermination services

**Pests covered by the IPM program include:**

Rodents, insects, including cockroaches and bed bugs, arachnids, and other arthropods. Outdoor populations of potentially indoor-infesting species that are within HACH developments and nests of stinging insects. Individuals of all excluded pest populations that are incidental invaders inside the specified buildings, including winged termite swarmers emerging indoors.

**Pests excluded by the IPM program include:**

Birds, bats, snakes, and all other vertebrates other than commensal rodents; mosquitoes; pests that primarily feed on outdoor vegetation.

Contractor shall provide per visit, fixed or annual pricing for termites and other wood-destroying organisms.

**TECHNICAL REQUIREMENTS**

A. Respondents are required to address how they intend to implement an Integrated Pest Management System in cooperation with HACH. The following guidance from Housing and Urban Development (HUD) identifies ten elements of an effective IPM program. Respondents should address these elements in the same order presented and specify in the response the level of responsibility you would take in performing the task.

1. Communicate Policies: Generate and communicate Integrated Pest Management (IPM) policies and procedures in conjunction with HACH to:
  - All building occupants;

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- Administrative staff;
  - Contractors; and
  - Maintenance personnel
- .
2. Identify Problems: Identify pests and environmental conditions that limit the spread of pests.
  3. Monitor and Track: Establish an ongoing monitoring and record keeping system for:
    - Regular sampling and assessment of pests;
    - Surveillance techniques;
    - Remedial actions taken; and
    - Assessment of program effectiveness.
  4. Set Thresholds for Action: Determine, with involvement of residents:
    - Pest population levels – by species – that will be tolerated
    - Thresholds at which pest populations warrant action.
  5. Improve Non-Pesticide Methods:
    - Mechanical pest management methods;
    - Sanitation;
    - Waste management; and
    - Natural control agents, that have been carefully selected as appropriate in light of allergies or cultural preferences of staff or residents.
  6. Prevent Pest Entry and Movement:  
Monitor and maintain structures and grounds including:
    - Sealing cracks
    - Eliminating moisture intrusion and accumulation
    - Add physical barriers to pest entry and movement.
  7. Educate Residents and Update Leases
    - Develop an outreach/educational program.
    - Ensure that leases reflect residents' responsibilities for:
  8. Enforce Lease: Enforce lease provisions regarding resident responsibilities such as:
    - Housekeeping;
    - Sanitation; and
    - Trash removal and storage.
  9. Use Pesticides Only When Necessary: Use pesticides only when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment, and, as appropriate, notifying property manager before application.
  10. Post Signs: Provide and post 'Pesticide Use Notification' signs or other warnings.

B. Respondents must submit a tentative Integrated Management Plan IPM consisting of the following:

1. Materials and Equipment for Service: The Contractor shall provide current labels and Safety Data Sheets (SDS) of pesticides to be used, and brand names of pesticides application equipment, rodent bait boxes,



insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest IPM devices or equipment.

2. **Method for Monitoring and Surveillance:** The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessment of pest population levels throughout the term of the Contract. This information must include general locations of common area monitoring traps and responsibilities for routinely checking the traps.
3. **Service Schedule for Each Building or Site:** The Contractor shall provide complete service schedules that include specific day(s) of the week of Contractor visits, and approximate duration of each visit. Contractor's proposal shall assume a monthly treatment per property. If more or less frequent visits may be needed based on inspections and trap results, Contractor shall explain the basis for adjusting the service schedule. Except as otherwise agreed by the parties, all work at properties under this Contract shall be performed between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, and shall not interfere with daily HACH operations.
4. **Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort:** The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access in their proposal.
5. **Commercial Pesticide Applicator Certificates or Licenses:** The Contractor shall identify the personnel providing pest control, including the pest management supervisor. Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this Contract.

### **C. MINIMUM CONTRACTOR PERFORMANCE EXPECTATIONS**

Contractor shall provide services in a manner that demonstrates sensitivity to the fact that HACH properties are primarily residential in nature and put the needs of the residents as the foremost priority. Contractor personnel shall be in uniform and be able to present his or her license and credentials at all times while performing services.

Contractor shall perform the following minimum tasks as part of contracted service:

1. **Initial Inspection:** Conduct an initial inspection during the first month of the Contract or when being assigned new properties. The initial inspection is for the Contractor to evaluate the needs of the premises and to present findings with the owner of the subsidized property owner.

The following specific points should be addressed prior to the initial inspection:

- Identification of problem areas in and around the building;
- Discussions with HACH personnel concerning effectiveness of previous efforts;
- Contractor access and coordination of access to all areas identified as necessary for pest control;
- Establish locations for routine monitoring; and
- Information for the Contractor of any restrictions or special safety precautions related to the premises.

2. **Routine Inspection:** Conduct regularly scheduled inspection services for pests, set out or collect monitoring traps, and treat units for pests as needed. Inspections should be monthly if necessary as dictated by conditions, or at least quarterly per development.

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3. Emergency Inspection: Conduct inspections and perform necessary treatment in response to requests by HACH for corrective action. Emergency Inspections, when requested by HACH, are to be performed within four (4) hours of Contractor's receipt of the inspection request including weekends and holidays.

4. Call-Back Service: Conduct follow-up inspection in response to resident or staff complaints. Routine call-back service shall be furnished within one (1) workday after receipt of notification by HACH. Call-back service required by HACH due to contractor negligence will be at no charge.

5. Unit Turnover Service: Conduct intensive inspection and necessary treatment as requested by HACH when units are prepared for occupancy. These units will typically be existing units changing residents. They may also be new units added to the scope of the Contract. HACH averages 120 unit turnovers per year.

6. Special Service: Conduct inspection and pest control as agreed to by the Contractor and HACH on an on-call basis for pests such as wood-boring insects, birds, and snakes not covered by routine inspections.

7. Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort: The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

8. Commercial Pesticide Applicator Certificates or Licenses: The Contractor shall identify the personnel providing pest control, including the pest management supervisor. Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract at any time during the Contract term.

If aspects of the Contractor proposed IPM Plan are incomplete or unacceptable to HACH during the Contract term, the Contractor will have five (5) days to submit a revision after notification of deficiencies by the Authority.

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### SECTION 3 QUALIFICATION STATEMENT

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

1. Company/Individual Name and complete Mailing Address:

2. Structure:   \_\_\_Sole Proprietor \_\_\_Partnership \_\_\_Corporation \_\_\_Other (                    )

3. Email Address and Phone Number \_\_\_\_\_

4. How many years have you been in business? \_\_\_\_\_

5. Specify your relevant registrations, certifications and licenses

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

DATE: \_\_\_\_\_

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

Signature of person signing proposal

Print Name \_\_\_\_\_

## SECTION 4 PRICE PROPOSAL FORM

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The undersigned agrees to provide services in accordance with the Scope of Services, and all other documents contained in this Request for Proposal. Fixed prices shall be inclusive of all work necessary to or incidental to completing the task (such as scheduling, communicating, reporting, data entry, etc).

DESCRIPTION	PRICE
1. Full Service Integrated Pest Management Program in accordance with the Scope of Services and respondent's technical response. (this program will not include service at Westbrook Village)	\$ _____/month
2. Per visit on call service for Westbrook Village	\$ _____/visit

**ADDITIONAL COSTS.** Please provide the additional per unit costs to add locations to the Integrated Pest Management Program. In addition, please describe and itemize all costs which would be an additional charge to the Authority, such as mattress encasements for bed bug treatment, termite or other wood destroying pest treatment, per call non IPM program pest removal (i.e. bird nests) and any other specialized services provided by the Contractor. Any cost not specifically itemized as part of your response will be considered to be a part of the Integrated Management fee. All costs associated with the performance of this Contract will be factored into determining the most advantageous offer to the Authority.

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

Signed by: \_\_\_\_\_ Print Name \_\_\_\_\_

Name of Company or Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

## SECTION 5 GENERAL TERMS AND CONDITIONS

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1. **CONTRACT AGREEMENT:** This Request for Proposal, the Contractor's response to it and the Contract will constitute the entire agreement between the Contractor and the Authority unless mutually amended in writing. The Sample Contractual Agreement attached hereto will be used as the basis for negotiation between the Contractor and the Authority, therefore, any and all exceptions to the contract should be noted by each Respondent as part of his/her proposal response.
2. **SIGNED PROPOSAL CONSIDERED AN OFFER:** Receipt of a signed proposal is considered a binding offer by the Respondent which shall remain firm for a period of 90 days from the due date for proposal delivery. In the event of withdrawal after proposal delivery, the Authority may take such action as it deems appropriate including legal action for damages or specific performance.
3. **PAYMENT TERMS:** Payment terms are NET 45 days following receipt of correct invoice. The Authority is responsible for all payments to Contractor under the Contract.
4. **CHANGES:** the Authority shall have the right, at any time, to increase or decrease the scope of work contained in this RFP to meet increased or decreased needs.
5. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this proposal.
6. **NON-DISCRIMINATION:** The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State and Authority requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.
7. **GOVERNING LAWS:** The contract is made under and shall be governed and construed in accordance with the laws of the State of Connecticut.
8. **ADVERTISING:** In submitting a proposal to the Authority, the Respondent agrees not to use the results of their proposal as a part of any commercial advertising without prior approval of the Authority.
9. **CONFIDENTIALITY OF PROPOSALS:** In submitting a proposal the Respondent agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the Authority until after the award of the Contract. Respondents not in compliance with the provision may, at the option of the Authority, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

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10. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
11. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Respondents in preparing or submitting proposals are the Respondents' sole responsibility. The Authority will not reimburse any Respondent for any costs incurred prior to award of the Contract.
12. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to this Request for Proposals, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Respondents shall become the property of the Authority when received.
13. **NO COLLUSION:** The Respondent's signature on the price proposal is a guarantee that the prices quoted have been arrived at without collusion with other eligible Respondents and without effort to preclude the Authority from obtaining the lowest possible competitive price.
14. **GENERAL INDEMNITY:** The Respondent shall save and hold harmless, pay on behalf of, protect, defend, and indemnify the Authority for the entire responsibility and liability for losses, expenses, demands, actions and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Authority or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this RFP, by the Respondent or their employees, including losses, expenses or damages sustained by the Authority officials from any and all such losses, expenses, damages, demands and claims. The Respondent further agrees to defend any suit or action brought against the Authority, (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. The obligations of the Respondent pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Respondent.
15. **CONFLICT OF INTEREST:** All Respondents must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of the Authority. All Respondents must also disclose in writing with their proposal the name of any employee of the Authority who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or subsidiaries. By submitting a proposal, the Respondent certifies that there is no relationship between the Respondent and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.
16. **ERRORS AND OMISSIONS:** The Respondent shall not take advantage of any errors or omissions in this RFP. The Respondent shall promptly notify the Authority of any omissions or errors found in this document.
17. **INDEPENDENT INVESTIGATIONS:** The Authority reserves the right to make independent investigations as to the qualifications of the Respondent. Such investigations may include contacting

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existing customers. The Authority reserves the unqualified right to accept or reject any and all proposals, and to waive any irregularities or deficiencies as may be permitted by law when it is deemed that such action will be in the best interest of the Authority.

18. **REFERENCE TO OTHER DATA:** Only information which is received in response to this Request for Proposals will be evaluated. Reference to information previously submitted shall not be evaluated.
19. **NOTIFICATION OF AWARD:** After all prerequisites and specifications have been met by the Respondent and the award has been made, the successful Respondent will be notified within ten (10) working days of this award. The Authority will notify the successful Respondent in writing, either by a Letter of Award or a Purchase Order or both. **VERBAL NOTIFICATION OF THE AWARD OF THE CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.**
20. **TERMINATION FOR CAUSE:** The Authority reserves the right to terminate the Contract at any time for cause. The violation of any provision or condition contained in the Contract, or the refusal, failure, or inability to carry out any provisions of the Contract shall constitute sufficient grounds to terminate the Contract for cause. Should the Authority elect to terminate the Contract for cause, the Authority will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the Authority.
21. **TERMINATION WITHOUT CAUSE:** The Authority may terminate the Contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.
22. **DRUG POLICY:** The Respondent certifies that it maintains a drug-free work place environment to ensure worker safety and workplace integrity. The Respondent further agrees their employees shall comply with the City of Hartford's Drug-Free Workplace Policy.
23. **AUTHORIZED PERSONNEL:** While engaged in the performance of the services described herein, only authorized employees of the Contractor are allowed at the Authority locations where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.
24. **EMPLOYEE GUIDELINES:** The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.
25. **INSURANCE COVERAGE:** During the term of the Contract, the Contractor and the Contractor's subcontractors at their sole cost and expense shall provide commercial insurance of such type and

**HOUSING AUTHORITY OF THE CITY OF HARTFORD, 180 John D Wardlaw Way, HARTFORD CT 06106  
REQUEST FOR PROPOSAL # 1818-17 PEST CONTROL SERVICES – INTEGRATED PEST MANAGEMENT SERVICES**

with such terms and limits as may be reasonably associated with the Contract. The Authority will require proof of such insurance prior to Contract execution and during the term of the Contract.

26. **CONTINUANCE OF WORK:** In the event Contract term expires and Contractor has not completed assignments that are underway, the Authority may, at its discretion, allow Contractor to complete those assignments if the following conditions are met:
- a. Contractor requests to complete the assignments that are underway.
  - b. The prices in Contract remain in effect until all work is completed.
  - c. All other contractual obligations and conditions remain the same, including insurance requirements.

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

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

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

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

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



**HOUSING AUTHORITY OF THE CITY OF HARTFORD**

**ACKNOWLEDGEMENT OF ADDENDA FORM**

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

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

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

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

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

#### **7. Contract Award**

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

(b) The HA may

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

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

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

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

#### **8. Service of Protest**

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

#### **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors Non-Construction Contract

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/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.

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Signature & Date:

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Typed or Printed Name:

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Title:

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# 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. 1/31/2017)

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

- 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.

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.

#### 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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:



(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

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

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

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

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

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

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Housing Authority of the  
City of Harford  
Office of Development and Capital Improvements

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# Proposal Preference for Disadvantaged Businesses and Offeror Certification

Public Housing Programs

# Proposal Preference for Disadvantaged Businesses and Offeror Certification

Housing Authority of the City of Hartford  
Public Housing Programs

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## General

### 1. Overview

The Housing Authority of the City of Hartford ("HACH") wants Disadvantaged Businesses to:

- benefit from HACH's procurement; and
- participate meaningfully in HACH's contracted work.

To achieve this goal, HACH adopted a Procurement Preference policy in August, 2014, to encourage each Offeror to commit to engaging Disadvantaged Businesses to perform some of the proposed work. HACH's Procurement Preference policy rewards willing Offerors with an evaluation scoring advantage.

### 2. Offeror Certification is Optional

Offeror is *not required* to participate in HACH's Disadvantaged Business Participation Preference program. Only Offerors that meet the program's requirements and that certify to that fact by signing below will benefit from the program's evaluation scoring advantage.

### 3. Definitions

#### (a) *Disadvantaged Business* means a:

- Minority Business Enterprise (MBE); *or*
- Women's Business Enterprise (WBE); *or*
- Section 3 Business; *or*
- HACH-resident-owned Business.

*Note: HACH does not consider a Small Business a Disadvantaged Business, per se, though it does require that all Disadvantaged Businesses be Small Businesses.*

#### (b) *HACH-resident-owned Business* means one or more HACH residents:

- Owns The Business; *and*
- operates the business on a daily basis;

- may be a sole-proprietorship (owned and run by one individual); *and*
- has received HACH certification as a HACH-resident-owned Business.

#### (c) *Minority Business Enterprise* (MBE) means:

- a Small Business; *and*
- one or more Minority Group members Owns The Business; *and*
- it is certified as an MBE by a reliable source such as the City of Hartford or the State of Connecticut.

#### (d) *Minority Group* means:

- Black Americans;
- Hispanic Americans; and
- Puerto Ricans.

#### (e) *Owns The Business* means a person (or persons):

- is a U.S. citizen;
- is unconditional owner of greater than 50% of the business or, if publicly-owned, is owner of more than 50% of its voting stock;
- is in control of the business; and
- manages the business on a day-to-day basis.

*and is a business that:*

- is 51% or more owned by *Section 3* Residents;
- currently has at least 30% of permanent, full-time employees that are either now *Section 3* Residents or that within the past three years were *Section 3* Residents; *or*
- provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the other qualifications in this definition.

#### (f) *Section 3 Business* means a business that is:

- formed in accordance with Connecticut State law;
- properly licensed to engage in its business activity; responsible and able to perform successfully under the terms and conditions of the proposed contract; and
- certified as a *Section 3* Business by HACH.

#### (g) *Section 3 Resident* means:

- a low-income individual or a very-low-income individual; and
- a public housing resident or located in Hartford.

#### (h) *Small Business* means a business that:

- is independently owned;
- is not dominant in its field of operation;
- is not an affiliate or subsidiary of a business dominant in its field of operation; and
- satisfies the size standards of the federal Small Business Administration found in 13 CFR 121.

#### (i) *Total Contract Value* means the proposal price at time of proposal, the contract price at time of contract execution, and the total amount paid to Offeror at the end of the contract's term.

#### (j) *Women's Business Enterprise* (WBE) means:

- a Small Business; *and*

- one or more woman Owns The Business; *and*
  - it is certified as a WBE by a reliable source such as the City of Hartford or the State of Connecticut.
4. Sham Disadvantaged Businesses
- (a) HACH does not tolerate the use of “pass-through” businesses acting as though they are Disadvantaged Businesses. The ownership of participating Disadvantaged Businesses must be real, continuing, and not created solely to meet the preference offered by HACH’s policy. HACH expects that that the Offeror or the Offeror’s participating Disadvantaged Businesses will perform significant work or will provide supplies under contract, and not act as a mere conduit.
- (b) HACH shall only count the portion of Total Contract Value:
- performed by Disadvantage Businesses; or
  - supplied by Disadvantaged Businesses.

its best effort to engage Disadvantaged Businesses for at least 20% of Total Contract Value.

7. Reporting
- (a) Offeror agrees to provide HACH Participation Preference Implementation reports (in a HACH-specified form), indicating actual and expected Disadvantaged Business participation:
- ten days after contract execution; and
  - when requested by HACH.
8. Notification
- (a) Offeror agrees to notify HACH (in a HACH-specified form) each time it engages or releases a subcontractor and, if it is engaging a new subcontractor, whether that subcontractor is a Disadvantaged Business.

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Offeror’s Signature

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Offeror’s Firm Name

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Authorized Signature

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Printed Name

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Title

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Date

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Participation Preference

5. Disadvantaged Business Participation Preference
- (a) HACH prefers proposals in which *one or more Disadvantaged Business performs or supplies at least 20% of Total Contract Value.*
- (b) For Offerors that meet or exceed the above Participation Preference in its proposal and sign the certification below, HACH will, when evaluating the Offeror’s proposal, award all Disadvantaged Business Preference scoring factor points.

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Offeror’s Certification

*Offerors are not required to sign this certification. Offerors should only sign this certification if participating in the Disadvantaged Business Procurement Preferences program and if seeking Disadvantaged Business Participation Preference scoring advantages.*

6. Certification
- (a) Offeror represents that the participating Disadvantaged Businesses listed in Schedule A is accurate and that each is certified as a Disadvantaged Business by a reliable source.
- (b) Offeror agrees that Disadvantaged Businesses will comprise 20% of Total Contract Value.
- (c) Offeror agrees that HACH’s contract may require Offeror to perform in accordance with this certification.
- (d) Offeror agrees that HACH’s contract may require Offeror to use its best effort to ensure that Disadvantage Business participation remains at or above 20% of Total Contract Value for the duration of the contract, even in the event of extensions or changes in scope.
- (e) Offeror agrees that HACH’s contract may include provisions for future proposal ineligibility, liquidated damages, or contract termination if Offeror fails to use

Schedule A  
Disadvantaged Business Participation  
 [This is not the Pricing Form]

For each Disadvantaged Business participating in this proposal, please list:

- its name and home city (and state if not from Connecticut), including the Offeror, if the Offeror qualifies as a Disadvantaged Business;
- the nature of its participation (service or supply);
- the certifying agency; and
- the dollar value of the Disadvantaged Business's participation (which in the case of a proposal from a Disadvantaged Business is the Total Contract Value minus all subcontracting or supplies provided by other sources).

<u>PARTICIPATING DISADVANTAGED BUSINESS'S NAME &amp; CITY</u>	<u>NATURE OF PARTICIPATION</u>	<u>CERTIFYING AGENCY</u>	<u>DOLLAR VALUE OF PARTICIPATION</u>
Name: _____ City: _____	_____	_____	\$ _____
Name: _____ City: _____	_____	_____	\$ _____
Name: _____ City: _____	_____	_____	\$ _____
Name: _____ City: _____	_____	_____	\$ _____
Name: _____ City: _____	_____	_____	\$ _____
Name: _____ City: _____	_____	_____	\$ _____

Disadvantaged Business Participation Percentage (should be at least 20%): \_\_\_\_\_%

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**Housing Authority of the  
City of Harford**

Office of Development and Capital Improvements

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**Proposal Preferences for  
Disadvantaged Individuals and  
Offeror Certification**

**Public Housing Programs**



# Proposal Preferences for Disadvantaged Individuals and Offeror Certification

Housing Authority of the City of Hartford  
Public Housing Programs

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## General

### 1. Overview

The Housing Authority of the City of Hartford (“HACH”) wants Disadvantaged Individuals to:

- benefit from HACH’s procurement; and
- participate meaningfully in HACH’s construction projects.

To achieve this goal, HACH adopted a Procurement Preference policy in August, 2014, to further encourage each Offeror to commit to hiring Disadvantaged Individuals. HACH’s Procurement Preference policy rewards an Offeror willing to commit to hiring Disadvantaged Individuals with an evaluation scoring advantage.

### 2. Offeror Certification is Optional

Offeror is *not required* to participate in HACH’s Disadvantaged Individual New Hire Preference program. Only Offerors that certify by signing below that it will meet the program’s requirements will benefit from the program’s evaluation scoring advantage.

### 3. Interplay with HUD’s *Section 3* program

- (a) If this work is being funded by the Department of Housing and Urban Development (HUD), Offeror may be required to sign a *Section 3* certification, committing Offeror to hire, to the greatest extent feasible, low-income individuals. HACH recognizes the overlap between the requirements of the HUD’s *Section 3* program and these proposal preferences; that overlap was by design.
- (b) The principal differences HUD’s *Section 3* program and this program are that this program:
- expands the definition of Disadvantaged Individuals; and

- only includes Disadvantaged Individual hired to work – training Disadvantaged Individuals does not fulfill the requirements of this program, as it would in HUD’s *Section 3* program.
- (c) HACH acknowledges that Offeror may use a qualified New Hires to satisfy both the *Section 3* program and this procurement preference program, as appropriate.

## 4. Definitions

- (a) *Disadvantaged Individual* means a person who is a:
- Black American, Hispanic American, or Puerto Rican; or
  - low-income individual or very-low-income individual, that is also a public housing resident or located in Hartford.
- (b) *New Hires* means any individual hired during the term of the contract as a full-time employee for permanent, temporary, or a seasonal employment opportunity.

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## New Hire Preference

### 5. New Hire Preference

- (a) HACH prefers Offerors that agree that *Disadvantaged Individuals will comprise at least 30% of New Hires*, employed directly or indirectly through subcontractors.
- (b) For an Offeror that agrees to the above New Hire Preference by signing the certificate below, HACH will, when its evaluating proposal, award the Offeror all Disadvantaged Individual Preference scoring factor points.

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## Offeror’s Certification

*Offerors are not required to sign this certification. Offerors should only sign this certification if participating in the Disadvantaged Individual Procurement Preferences program and if seeking Disadvantaged Individual Preference scoring advantages.*

### 6. Certification

- (a) Offeror agrees that *Disadvantaged Individuals will comprise at least 30% of New Hires*, employed directly by Offeror, or indirectly by Offeror through subcontractors.
- (b) Offeror agrees that it will engage subcontractors, if any, that will agree that Disadvantaged Individuals will comprise at least 30% of New Hires.
- (c) Offeror agrees that HACH may require Offeror to perform in accordance with this certification in its contract with Offeror.

### 7. Reporting

- (a) Offeror agrees to provide to HACH, prior to signing a contract with HACH, with a HACH-specified preliminary statement of work-force needs (skilled, semi-skilled, and unskilled labor) where known. Where not known, Offeror agrees to provide an updated statement of

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work-force needs, prior to signing up a subcontractor, that includes the subcontractor's work-force needs.

- (b) Offeror agrees to provide HACH with an updated statement of work-force needs as Offeror's and Offeror's subcontractors' work-force needs change.

**8. Notification**

- (a) Offeror agrees to notify HACH, on a HACH form, when it or one of subcontractors has engaged a New Hire and whether that New Hire is a Disadvantaged Individual.
- (b) Offeror agrees to notify each labor organization or workers' representative with which it has collective bargaining agreements, if any, of its commitments under this Disadvantaged Individual Proposal Preference policy.

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**Offeror's Signature**

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Offeror's Firm Name

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Authorized Signature

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Printed Name

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Title

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Date



**Housing Authority of the  
City of Hartford**

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# **Standard Form for Non-Construction Contracts**

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STANDARD FORM FOR NON-CONSTRUCTION CONTRACT

HOUSING AUTHORITY OF THE CITY OF HARTFORD  
FOR PROJECT NO: {CONTRACT-NUMBER}  
{NAME-OF-SERVICE}

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

The parties agree as follows:

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

- (i) HUD Form HUD-5370-C, Section I, *General Conditions for Non-Construction Contracts* ("HUD-5370-C");
- (ii) HA's *Special Conditions for Non-Construction Contracts*;
- (iii) HA's *Request for Proposals* for this service, with amendments, #{RFP-NUMBER} ("RFP"); and
- (iv) Contractor's *Proposal Response* for this service, dated {RFP-RESPONSE-DATE} ("Response").

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

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

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

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

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

{CONTRACTOR}

HOUSING AUTHORITY OF THE CITY OF HARTFORD

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

By \_\_\_\_\_  
Annette Sanderson  
Executive Director

**EXHIBIT A  
LISTING OF PROPERTIES**

<b>Development Name</b>	<b>Address</b>	<b>AMP #</b>	<b>#Buildings / #Units</b>
Mary Shepard Place	15 Pavilion Street Hartford, CT	024	10/127 – Including Office Building
New Communities	15 Pavilion Street Hartford, CT	024	8/8
Scattered Sites II & III	22 Wadsworth Street Hartford, CT	015	56/196
Nelton Court/Scattered Sites I	26 Nelton Court Hartford, CT	001	8/68
Smith Tower/Betty Knox Apt/Kent Apt/Mary Mahoney Village	80 Charter Oak Avenue Hartford, CT	006	9/482
Stowe Village	15 Pavilion Street Hartford, CT	024	59/107
New Nelton Court	45 Alan Green Way Hartford, CT	035	22/80
Nelson St.	45 Alan Green Way Hartford, CT	036	2/8