PROCUREMENT THROUGH COMPETITIVE PROPOSAL REQUEST FOR PROPOSAL (RFP) #1960-21 Virtual Chief Information Officer (vCIO)/Information Technology Consulting and Strategic Plan Implementation Services

Released January 8, 2021

CONTENTS

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-C: General Conditions for Non-Construction Contracts *(contract value above 100,000)*
HUD Form 50071: *Certification of Payments to Influence Federal Transactions (contract value above $100,000)*
Form SF-LLL *(contract value above $100,000)*
Sample Contract
Prior IT Review Solicitation and All Addenda

SCHEDULE OF EVENTS:

Solicitation Issuance	Friday, January 8, 2021
Last Day for Questions	Thursday, January 21, 2021 by 5:00 pm
Proposal Due Date	Thursday, January 28, 2021 @ 2:00 pm
Award/Contract Effective	On or around week of February 8, 2021

SECTION 1
INSTRUCTIONS TO RESPONDENTS

1.1. INTRODUCTION

The Housing Authority of the City of Hartford (the "Authority") is seeking to contract through the competitive proposal process with one or more vendors (the "Contractor") to a vCIO (Virtual Chief Information Officer)/Information Technology Consulting and Strategic Plan Implementation Services to assist in the implementation of upgrades, systems restructuring and other information technology initiatives, to serve as an information and consulting source for current events in the rapidly changing information technology environment and to provide related consulting and technical support services to the Authority's Systems Department at various Authority locations on an "as needed, when needed" basis. 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 an awarded Contractor.

Term Contract. The term of the contract resulting from this solicitation (the "Contract") will be for three (3) years commencing on the date of award. Upon satisfactory completion of the initial term of the Contract, the Authority may extend the term of this Contract for two additional one year terms at its sole option at the prices initially bid by each successful Contractor. The Authority shall provide Contractor with written notice of its intent to extend the Contract at least ninety (90) days prior to the expiration of the then current Contract term.

Quantities. The Contract is an indefinite delivery, indefinite quantity contract. Services are required as and when needed. The Authority reserves the right to make partial or full award of the services described below.

Non-Exclusive. The Contract is not an exclusive contract and there is no guarantee as to the amount of work to be assigned for any particular period of time. The Authority reserves the right to go out to separate solicitation for major projects or for assignments not covered by the Scope of Services described in this 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 will be subject to an aggregate annual not to exceed expenditure limit established by the Authority Board of Commissioners (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-bid meeting 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 the date **indicated on the cover of this RFP.** 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 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

Kim Cotharin
Contracting Officer
180 John D Wardlaw Way
Hartford, CT 06106
email: bids@hartfordhousing.org
www.hartfordhousing.org

1.4. PROPOSAL DEADLINE AND DELIVERY

Respondents must utilize on-line submission and submit by the date and time identified on the cover page of this solicitation. No mailed originals will be accepted.

Respondents must utilize email submission to **bids@hartfordhousing.org** and submit by the date and time identified on the cover page of this solicitation. **Due to COVID-19 No mailed originals will be accepted.**

1.5. PROPOSAL FORMAT

To assure proper electronic receipts and handling of responses, Respondents must utilize the following file naming convention. **Failure to utilize the proper naming convention may result in rejection of submissions.**

Naming Convention Example: ABC Company LLC- RFP 1938-20 MSP General Contractor Services

In addition to the documents marked as "signature required" on the cover of this solicitation, Respondents must submit an executed Qualification Form (included in Section 3 of this RFP).

Respondents must also include the following with their responses:

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.

Address the scope items in the same sequence as they are presented in the RFP. Include a description of your organizational capability to perform in a manner that demonstrates evidence of your knowledge and experience. Staff or subcontractor substitution after award will not be permitted without prior written approval of the Authority. Reply "NO RESPONSE" in any area that is of no interest.

Fee Proposal. Submit a complete Fee Proposal indicating any and all costs associated with the services proposed. **COST PLUS A PERCENTAGE OF COST IS PROHIBITED. ADMINISTRATIVE MARKUPS FOR SUBCONTRACTORS ARE CONSIDERED COST PLUS AND WILL NOT BE CONSIDERED.** 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.

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

A selection committee will be convened to review responsive proposals.

1.8. EVALUATION CRITERIA POINTS

General Background and Experience 40
Verifiable experience for the services proposed; capacity to perform; references; integrity; knowledge of public policy; past performance; financial and technical resources.

Technical Response 30
Narrative Response to the Scope of Services, demonstrated knowledge of staff that will be assigned to each Service Area.

Competitiveness of Proposed Fees 30

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 initial response including their best and final offer.

1.10. AWARD

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

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

1.12. CONDITIONS OF CONTRACT

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

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

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

1.13. PRICING

All offers shall be firm for a period of ninety (90) days following the response due date.

Pricing shall include all charges necessary to fulfilling the terms of the Contract.

1.14. SUBCONTRACTING

The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this Contract without the prior written consent of the Authority.

SECTION 2
SCOPE OF SERVICES

The Authority recently completed a review of its information technology infrastructure and has identified several projects it wishes to carry forward. For purposes of background information, systems configuration, etc. the solicitation for the IT review is attached to this solicitation.
The successful vendor shall provide the following services:

· Project Management and Technical Assistance in the implementation of various IT projects. Such projects may include, but not be limited to:

1. Continue Implementation of Microsoft 365 Suite – The Authority has moved its email to the cloud so far.
2. Implement Microsoft LAPS and Tiered Active Directory Structure
3. Address Internet and Network Connectivity at Main Office in Support of Hosted Infrastructure
4. Migrate Server Infrastructure to Managed Data Center Solution
5. Configure Network Segmentation and Re-Architect Remote Site Connectivity
6. Implement Training Program for IT Staff
7. Implement Retention Strategy for Files & Email
8. Implement Service Desk Platform- Asset Management, Ticketing, Remote Support Management, and Patch Management
9. Implement Change Management Process
10. Create Business Continuity Management Program and Incident Response Plan
11. Create Written Information Security Program
12. Implement Single Sign On, Password Management, and Self-Service Password Reset
13. Investigate Document Management Solution and Process for Paper to Digital Migration
14. Address Reporting Challenges in Emphasys Elite (Authority ERP) by Implementing a Reporting Database
15. Address 4G Bandwidth at Warehouse Location (no physical connection currently available)
16. Implement Vehicle GPS Tracking Devices
17. Implement Updated Wireless Equipment for Main Office Location

· Consult with management and IT staff to exchange information, present new approaches, and assist with the utilization of technology to meet business goals

· Assist in price estimation, solicitation and vendor contract negotiations for all equipment, software, and other related IT purchases

· Provide technical assistance to the Authority on an on-call basis to augment service levels, roll out projects and provide emergency or back up information technology services to Authority management and users

· Assess and anticipate potentially unidentified technology projects and recommend appropriate action and resources

· Assist in the planning and implementation of strategic and tactical goals, policies, and procedures for the IT department

· Present training opportunities, current materials and other related information necessary to keep current IT staff up to date with the latest relevant developments in the information technology space

SECTION 3
QUALIFICATION STATEMENT

1. Company/Individual Name and complete Mailing Address:

2. Structure: ____Sole Proprietor ____Partnership ____Corporation ____Other ( )

3. Email Address and Phone Number _____

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

5. Specify your relevant registrations, certifications and licenses

_____

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

_____

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

_____

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

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

DATE: _____

BY: _____
Signature of person signing proposal

Print Name _____

SECTION 4
PRICE PROPOSAL FORM

Respondents are required to provide a complete fee schedule inclusive of all costs associated with delivering the full range of services required of the Service Area(s) proposed. Any and all costs not specifically provided for in the proposal response will be borne by the Contractor. Cost plus pricing is absolutely prohibited. This prohibition includes all subcontractor price or administrative markups as well as any part or supply markups. The Authority will not reimburse for travel, mileage, hotel, meals or other related expenses and will not pay for travel time to and from Authority locations.

The Authority anticipates utilizing the services of the successful contractor on both hourly and project estimated bases. Implementation projects are likely to be assigned on a task order basis with an estimate of time and cost to implement approved by the Authority prior to project commencement. Any significant deviation from such estimates must be approved by the Authority prior to work related to the deviation being carried out. The Authority is also open to consideration of monthly subscription pricing for various levels of service in the consulting and general assistance areas.

Please provide hourly pricing for the various staff classifications you employ (ie Service Level 1 Technician, Chief Information Officer, etc.) as well as any subscription level pricing. The Authority would anticipate utilizing hourly pricing along with an estimate of hours to complete in its negotiations for project level pricing with the successful vendor.

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

4.2. HOURLY RATES/KEY STAFF. Hourly rates should be structured by Service Area and key staff if there are separate rates and fees for particular Service Areas and staff. The fees should be associated with titles and job descriptions of key staff to be assigned.

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

4.4. FEES TO REMAIN FIRM. Fees must remain firm for the duration of the Contract unless a price change clause is included in this RFP or the pricing description specifically allows for price escalations at known dates or performance levels. As assignments arise, the Authority may request project estimates. Contractors shall base the project estimates on the hourly rates and expenses fees provided in their proposal. Any and all costs not specifically stipulated will be borne by the Contractor.

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

Signed by: _____ Print Name _____

Name of Company or Title _____

Address _____

Telephone _____

SECTION 5

GENERAL TERMS AND CONDITIONS

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. Any and all requested exceptions to the contract should be noted by each Respondent as part of its 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.

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 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 NOTIFICAITON 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. STATE AND FEDERAL REGULATIONS: The Contractor shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

24. PUBLIC SAFETY: The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.

25. NO SMOKING: The Authority is 100% smoke free. Smoking is absolutely forbidden on all Authority grounds and in all Authority facilities during the entire term of this Contract. This prohibition includes smoking in vehicles parked on Authority grounds.

26. AUTHORIZIED 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.

27. 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.

28. SAFETY: Contractor shall insure that its employees meet and maintain all applicable OSHA or other similar workplace safety and licensing requirements (i.e. asbestos certification, electrician licensing, OSHA 10 etc.) and adhere to all OSHA and other required safety standards and regulations that apply while performing their job duties. Contractor shall provide proof of licensure and compliance with all applicable safety requirements upon request by Authority.

29. 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 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.

30. 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 and evidenced in writing:

    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.

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

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

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

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

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

[ ] Black Americans
[ ] Hispanic Americans
[ ] Native Americans
[ ] Asian Pacific Americans
[ ] Asian Indian Americans
[ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) 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)(l) 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)(l) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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. 3/31/2020)

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 $105,000 - use Section I**;
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than $2,000 but not more than $150,000 - use Section II**; and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $150,000 – use Sections I and II**.

Section I - Clauses for All Non-Construction Contracts greater than $150,000

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 been titled to payment as described in paragraph (b) above.

(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section III, Labor Standards Provisions*, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
(ii) The Contractor's objectivity in performing the contract work may be impaired.

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

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

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

(i) The awarding of any Federal contract;

(ii) The making of any Federal grant;

(iii) The making of any Federal loan;

(iv) The entering into of any cooperative agreement; and,

(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;

(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;

(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title

Signature	Date (mm/dd/yyyy)

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ☐ a. bid/offer/application b. initial award c. post-award	**3. Report Type:** ☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ **Prime** ☐ **Subawardee** Tier _____, *if known*: **Congressional District**, *if known*: 4c	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** **Congressional District**, *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $	
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including 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 the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Housing Authority of the
City of Hartford

Standard Form for Non-Construction Contracts

STANDARD FORM FOR NON-CONSTRUCTION CONTRACT

HOUSING AUTHORITY OF THE CITY OF HARTFORD
FOR PROJECT NO: {XXXX-XX}
CONTRACT NAME: {INSERT CONTRACT NAME}

This contract is dated **{INSERT DATE}**, and is between **{INSERT VENDOR'S NAME}** ("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:
   1. HUD Form HUD-5370-C, Section I, *General Conditions for Non-Construction Contracts* ("HUD-5370-C") {CONTRACTS OVER $100,000};
   2. HA's *Special Conditions for Non-Construction Contracts* ("HA Special Conditions");
   3. HA's *Request for Proposals* for this service, with amendments, #{RFP-NUMBER} ("RFP"); and
   4. Contractor's *Proposal Response* for this service, dated {RFP-RESPONSE-DATE} ("Response").

If there is a conflict between any two provisions in the documents that constitute this contract, the provision that first appears in the documents listed governs: (i) this contract document; (ii) HUD-5370-C; (lii) HA Special Conditions; (iv) RFP; then (v) 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 {three} years ("Term"). HA may extend this contract {two} 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 _____	By _____
{Name}	Annette Sanderson
{Title}	Executive Director

Housing Authority of the City of Hartford

Special Conditions for Non-Construction Contracts

[Greater than $100,000, *without* maintenance]

Housing Authority of the City of Hartford

Special Conditions for Non-Construction Contracts

[Greater than $250,000, *without* maintenance]

TABLE OF CONTENTS

General **1**
1. Contract 1
2. Definitions 1

Term and Termination **1**
3. Contract Term 1

Compensation **1**
4. Performance Standard 1
5. Payments 1

Recordkeeping & Reports **1**
6. Establishment and Maintenance of Records 1
7. Status Reports 1

Insurance **1**
8. Liability Coverage 1
9. Worker's Compensation Insurance 2
10. Insurance Conditions 2

General Indemnity **2**
11. HA Indemnification 2

Default and Remedies **3**
12. Additional Defaults 3
13. Remedies 3

Hiring **3**
14. Youth and Resident Contact 3
15. Hiring Indemnity 3

Conflicts of Interest **3**
16. Family Conflicts 3

Miscellaneous **3**
17. Communications 3
18. Licenses 4
19. Sales Tax 4
20. Entire Agreement 4
21. Choice of Law 4
22. Forum & Venue 4
23. Telecommunications 4
24. Domestic Preference 5

General

1. Contract

(a) The Housing Authority of the City of Hartford ("HA") uses these special conditions in contracts for professional services that are fully or partially funded by the U.S. Department of Housing and Urban Development (HUD).

2. Definitions

(a) Terms not defined in these special conditions are found in the HUD-5370-C or the main contract document incorporating these special conditions.

(b) "Contractor" includes contractor's officers, employees, agents, and subcontractors.

Term and Termination

3. Contract Term

(a) Contractor shall begin performance on the date of this contract.

(b) HA may extend the term of this contract at its sole discretion if Contractor's service is essential to a project's completion.

Compensation

4. Performance Standard

Contractor shall make its best effort to provide its service using the highest professional skill and competence.

5. Payments

HA shall pay Contractor for invoices submitted to HA, for service done to HA's satisfaction, within 45 days. HA will not pay invoiced amounts not submitted by Contractor within 6 months of work being performed. Contractor bears the burden of proof of invoice submission to HA.

Recordkeeping & Reports

6. Establishment and Maintenance of Records

Contractor shall establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by HA to Contractor.

7. Status Reports

Contractor shall furnish HA with such information and reports concerning the progress and management of this contract as HA may require from time to time.

Insurance

8. Liability Coverage

Contractor shall have the follow insurance:

(i) *Comprehensive General Liability Insurance,* (including contractual liability insurance). Limits not less than $1,000,000 for all damages for any bodily injury sustained as the result of any occurrence, and $1,000,000 for all damages of property sustained by each person as the result of any one occurrence, and $1,000,000 for all property damage sustained as a result of any one occurrence, or a limit of not less than $3,000,000 Combined Single Limit (CSL).

(ii) *Professional Liability Insurance.* Limits of not less than $1,000,000 per occurrence, covering acts, errors and omissions arising out of the rendering of, or failure to render, professional services

related to this contract if applicable to the services provided under contract.

(iii) *Fidelity/Crime Insurance.* Limits of not less than $1,000,000 per occurrence, which covers claims incurred as a result of Contractor's employees' dishonesty, burglary, theft, fraud, or destruction of property if applicable to the services provided under contract.

(iv) *Automobile Liability Insurance.* Limits not less than $1,000,000 for all damages for any bodily injury sustained by each person as a result of any occurrence, and $1,000,000 for damage because of bodily injury sustained by two or more persons as the result of any occurrence, and $100,000 for property damage sustained as the result of any one occurrence, or a limit of not less than $1,250,000 Combined Single Limit (CSL).

9. Worker's Compensation Insurance

Contractor shall maintain Worker's Compensation Insurance for its employees in accordance with Connecticut's General Statutes or in accordance with the statutes of Contractor's home state. In addition to any other requirements related to worker's compensation insurance, if Contractor is a sole proprietor, a single member limited liability company or otherwise has no employees, Contractor shall maintain Worker's Compensation Insurance as if it were an "employer" as such term is defined in and in accordance with Connecticut's General Statutes or as if it were an employer in accordance with the statutes of Contractor's home state. Contractor shall immediately indemnify HACH for any charges levied by the then current HACH worker's compensation insurance carrier related to Contractor's failure to carry or provide proof of carrying insurance as described in this provision. This provision of the Contract survives termination or expiration of the Contract.

10. Insurance Conditions

(a) Contractor shall purchase insurance coverage from an insurance company licensed to conduct business in Connecticut or a company approved by HA.

(b) Contractor shall ensure all required insurance policies provide occurrence-based coverage.

(c) HA may review the insurance requirements and coverages from time to time. Contractor agrees to comply with HA's reasonable new or modified insurance requirements.

(d) Contractor shall pay all insurance deductibles, if any, or indemnify HA from paying Contractor's insurance deductibles, or both.

(e) Contractor agrees that the amount of insurance required does not, in any way, limit the liability of Contractor by virtue of its obligation to indemnify HA, so that all claims resulting in a settlement or judgment or other claim-related payment in excess of the coverage amounts required, if any, are the sole responsibility of Contractor to pay, to indemnify HA from paying, or both.

(f) Contractor shall ensure that following phrase is placed by its insurer in the ACORD Certificate of Insurance form's comments section: "The Housing Authority of the City of Hartford is named as an Additional Insured."

(g) Contractor shall furnish HA all insurance renewal certificates at least thirty (30) days prior to policy expiration.

(h) Contractor shall maintain insurance coverage in full force for the duration of this contract, including extensions or renewals. Contractor's cancellation or termination of insurance policies required by this contract without immediate replacement is a default. HA may cure such a default by procuring insurance on behalf of Contractor, at Contractor's expense.

(i) Contractor shall ensure that Contractor's insurer will provide HA 30-days' notice before cancellation or decrease in coverage, of any insurance policy required.

General Indemnity

11. HA Indemnification

(a) In this section, the following definitions apply:

"Litigation Expense" means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.

"Losses" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest and any Litigation Expenses.

"Proceeding" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

(b) Contractor shall indemnify HA against all Losses arising out of a Proceeding against HA related to this Contract and initiated by a non-party to this contract ("Claim"), except to the extent that HA negligently or intentionally caused those Losses.

(c) HA must promptly notify Contractor of that Claim and deliver to Contractor a copy of all legal pleadings with respect to the Claim.

(d) To assume the defense of a Claim, Contractor must notify HA that it is doing so. Promptly thereafter, Contractor shall retain to represent it in the Claim, independent legal counsel that is reasonably acceptable to HA.

(e) HA is entitled to participate in the defense of a Claim. HA may defend a Claim with counsel of its own choosing and without Contractor participating if (1) Contractor notifies HA that it does not wish to defend the Claim, (2) by midnight at the end of the tenth business day

after HA notifies Contractor of the Claim Contractor fails to notify HA that it wishes to defend the Claim, or (3) representation of Contractor and HA by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.

(f) Contractor shall pay any Litigation Expenses that HA incurs in connection with defense of the Claim before Contractor assumes the defense of that Claim, except with respect to any period during which HA fails to timely notify Contractor of that Claim. Contractor will not be liable for any Litigation Expenses that HA incurs in connection with defense of a Claim after Contractor assumes the defense of that Claim, other than Litigation Expenses that HA incurs in employing counsel in accordance with subsection (d), which Litigation Expenses Contractor shall pay promptly as they are incurred.

(g) After Contractor assumes the defense of a Claim, Contractor may contest, pay, settle, or compromise the Claim at its discretion, except that it may not compromise or settle the Claim without the consent of HA unless that compromise or settlement (1) does not entail any admission on the part of HA that it violated any law or infringed the rights of any Person, (2) has no effect on any other claim that may be brought against HA, (3) provides as the claimant's sole relief monetary damages that are paid in full by Contractor, and (4) requires that the claimant release HA from all liability in respect of the Claim.

Default and Remedies

12. Additional Defaults

(a) Default includes, in addition to those stated elsewhere in this contract:

(i) a competent authority, such as a government official or a Certified Public Accountant, determines that Contractor's management of, or any accounting for, its funding, as relates to this contract, is improper, inadequate, or illegal; and

(ii) a court having jurisdiction enters a decree or order adjudging Contractor bankrupt or insolvent, or approving as properly filed Contractor's petition seeking reorganization, readjustment, arrangement, composition, or similar relief for Contractor under federal bankruptcy laws, or any other similar applicable law.

(b) HA may waive any default. HA's waiver as to a particular default does not constitute a waiver of any other default, whether of the same or different type, and whether preceding or succeeding the waived default. HA's waiver of a default is not effective unless written and signed by HA's Executive Director.

13. Remedies

(a) HA may elect to pursue any one or more of the following remedies, in any combination or sequence, for any default not waived by HA:

(i) any action as HA deems necessary, including the temporary withholding or reduction of payment;

(ii) suspend program operation;

(iii) require Contractor to cure such default to HA's satisfaction; and

(iv) terminate this contract.

(b) HA's selected remedy does not prohibit HA from pursuing any other remedy and does not constitute a waiver by HA of any other right or remedy.

14. Youth and Resident Contact

(a) Contractor represents that it has appropriate hiring policies and screening procedures for employees who will be working with youths and public housing residents.

(b) Contractor shall permit HA to review Contractor's hiring policies and screening procedures for employees who will be working with youths and public housing residents.

(c) HA may terminate this agreement if (i) Contractor's performance includes working with youths and public housing residents; (ii) HA determines that Contractor's hiring policy is not appropriate; and (iii) Contractor fails to promptly modify its hiring policy.

15. Hiring Indemnity

Contractor shall indemnify HA for any failure of Contractor's hiring policies and screening procedures.

Conflicts of Interest

16. Family Conflicts

(a) Contractor represents that it has disclosed to HA any immediate family member (parent, parent-in-law, spouse, child, brother, sister, brother-in law, sister-in-law, or stepparent) of any of its employees, agents, or subcontractors, who is employed by HA.

Miscellaneous

17. Communications

(a) Both parties agree to write all notices, including demands, requests, instructions, approvals, proposals, and claims.

(b) HA will deliver all notices to Contractor by delivering them to Contractor's registered business address; sending them via email or other electronic transmission to Contractor's contact electronic address or by mailing them in sealed, postage-paid envelopes, addressed to Contractor's registered mailing address. Contractor may specify a different address for notices by delivering an address change notice to HA.

(c) Contractor will deliver all notices to HA by delivering them to Contracting Officer at HA's main office; sending

them via email or other electronic transmission to bids@hartfordhousing.org and to the Contracting Officer's email address or by mailing them in sealed, postage-paid envelopes, addressed to Contracting Officer at HA's main office.

(d) HA may specify a different address for notices by delivering an address change notice to Contractor.

18. Licenses

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

19. Sales Tax

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

20. Entire Agreement

(a) This contract constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this contract. All prior and contemporaneous negotiations and agreements between the parties on matters contain in this contract are expressly merged into and superseded by this contract. The provisions of this contract may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings.

(b) In entering into this contract, neither party has relied upon any statement, representation, or agreement of the other party, except for those expressly contained in this contract.

21. Choice of Law

(a) The laws of the State of Connecticut, without giving effect to its conflicts of law principles, govern all maters arising out of or relating to the contract, including its validity, interpretation, construction, performance, and enforcement.

22. Forum & Venue

(a) Any party bringing a legal action or proceeding against any other party arising out of or relating to this contract may bring the legal action or proceeding in the United States District Court for the District of Connecticut or in any court of the State of Connecticut sitting in Hartford.

(b) Each party waives, to the fullest extent permitted by law:

(i) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this contract brought in the United States District Court for the District of Connecticut or in any court of the State of Connecticut sitting in Hartford; and

(ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

(c) For the purposes of all legal actions and proceedings arising out of or relating to this contract, each party to this contract submits to the nonexclusive jurisdiction of any court of:

(i) the United States District Court for the District of Connecticut and its appellate courts; and

(ii) the State of Connecticut sitting in Hartford and its appellate courts.

23. HACH Policies - Fraud, Ethics and Conflicts of Interest

The HACH Fraud Policy and the HACH Ethics and Conflicts of Interest Policy are hereby incorporated into this Contract. Contractor shall comply with their provisions as applicable. Copies of the policies are available upon request.

23. Prohibition on certain telecommunications and video surveillance services or equipment.

(a) HACH is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) See Public Law 115-232, section 889 for additional information.

(c) Contractor is prohibited from attempting to sell any covered telecommunications equipment or from utilizing such equipment in carrying out the purposes of this Contract.

24. Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, HACH has, to the greatest extent practicable under a Contract award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Contractor

shall provide such preference as well for contracts and purchase orders necessary to carry out the purposes of this Contract and all requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Request for Proposal information

Technology Audit Assessment

Housing Authority of the City of Hartford

180 John D Wardlaw Way

Hartford, CT 06106

(860) 725-9410

General Information

The Housing Authority of the City of Hartford (HACH) is located at 180 John D Wardlaw Way in Hartford, CT. The Agency's primary mission is to administer subsidized rent programs throughout the City of Hartford. These programs are funded by the U.S. Department of Housing and Urban Development (HUD). The agency currently services over 3,000 households each month through various rental assistance and low-income housing programs.

Purpose of the RFP

The HACH is seeking the services of a qualified firm experienced in assessing Information Technology (IT) for the purpose of performing an Audit Assessment of the HACH's IT environment and developing a continuing IT audit plan. The successful proposer will review the existing equipment, software, policies, and procedures for their reliable information technology systems and data storage.

Important Dates for the Solicitation

- Issue Date: May 29, 2020
- Deadline for Submittal of Proposals: June 18, 2020 2 PM

Scope of Services

Consultant will obtain an understanding of key business operations, the IT environment, new and on-going IT initiatives, key data information flows, and IT risk management infrastructure (policy, procedures, organization, etc.).

a. Consultant will analyze and evaluate the quality of processes, routines, and controls of the following general IT processes:

i) Organization and management of IT operations

ii) Local area networks infrastructure

iii) Application development and maintenance

iv) Computer operations and disaster recovery plan

v) IT application, network and infrastructure security

vi) Identify opportunities for improvement and develop practical and cost - effective recommendations for each opportunity identified

vii) System access control. Assessment should include evaluations specific to the following functions:

- IT Structure within organization
- Cross training and skills of IT staff
- Change control process and accompanying documentation
- User id/password management and logical access controls
- Local Area Network (LAN) and Wide Area Network (WAN) management
- Network, system, and application security control
- Cryptographic systems
- Antivirus systems
- Authentication and remote access infrastructure
- Problem escalation, resolution
- Maintenance and testing
- Assets and infrastructure
- Physical access and environmental controls
- Standards used to evaluate third party vendors
- Standards used in purchasing and maintenance
- Software licensing audit
- In house application development, maintenance, application roll out and training
- Security camera system for each apartment complex

Implementation and Deliverables

Consultant shall meet with the HACH's management team to discuss an implementation schedule for the tasks identified in the scope of services.

Consultant will provide the following:

- Conduct weekly meeting or a deemed necessary to discuss progress and unique issues that may have surfaced

- Provide a weekly status report against each contact performance measure to the management team
- Prepare a detailed listing of each of the assessment activities performed by phase, with links to reports and outputs created by all of the tools used during the assessment
- Provide a list of key security measures already in place and depiction of the network environment that was assessed, including reliability of hardware, software for secure/reliable data storage
- A list of the IT issues identified the risk they pose, and recommendation for improvement
- Identify opportunities for improvement and develop practical and cost-effective recommendations for each opportunity identified

Project Completion

The assessment completion date shall be within two months after receipt of Notice to Proceed.

Proposal Submission Requirements

The Consultant shall be responsible for preparing an effective, clear, and concise proposal. Proposals must contain the following information:

I. Provide a list of similar engagements that the firm has performed within the last two years.

II. Provide a list of name(s) and professional qualification, responsibilities and resumes of the managerial, technical and support staff identified to conduct the engagement.

III. Provide at a minimum, one (1) audit professional with valid Certified Information Systems Security Professional (CISSP) certificate or equivalent credentials, and one (1) Project Manager dedicated to project oversight and communication with HACH.

IV. Reference check. Provide a minimum of three (3) references of similar projects, including date of project, contact person and phone number and brief description of the project.

V. Fee Schedule. Provide a standard fee schedule (hours rates, or other fee schedule) for the personnel who would be assigned to this project.

VI. Provide number of years firm has been in business and the firm's qualifications and experience performing similar IT reviews/audits.

Selection Process

Each proposal received will be evaluated and a determination will be made if it meets the minimum requirements. Failure to meet these requirements will be a cause for eliminating the proposal from further consideration.

The HACH reserves the right to reject any and all proposals, to waive any technicalities, informalities and irregularities, to accept or reject all or part of the proposal, and to be the sole judge of the suitability of the proposals offered.

In addition to evaluating written proposals, oral interviews may be requested. Proposals will be evaluated generally on the following criteria, which is neither weighted nor prioritized:

I. Ability, capacity, and skill of the Proposer to perform the scope of work

II. Proposed fee structure that is the most advantageous to HACH

III. Staff qualifications – quality of staff/team members assigned to the project

IV. Reference check

All submittals in response to this solicitation are public records and available for inspection and copying upon request.

HACH reserves the right to reject any and all proposals submitted in response to the solicitation. The HACH is under no obligation to award any Agreement as a result of this solicitation.

Affirmative Action

The HACH strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this solicitation.

The firm awarded the contract agrees to use its best efforts to subcontract and employ minority business enterprises and/or women business enterprises. The HACH is an equal opportunity employer and requires its entire contractor to comply with policies and regulations concerning equal employment opportunity.

Terms and Conditions

Housing Authority Contacts:

Questions must be directed to bids@hartfordhousing.org. No questions will be accepted after 5 pm on June 11, 2020.

The contract resulting from this solicitation will be in the form of a standard HACH purchase order with the rider attached to this solicitation attached to the PO.

Technology Environment

Mission-Critical Applications

1. Section 8/Public Housing Management Software –HACH's core Section 8/Public Housing Management software is Emphasys Elite.

2. Financial Management Software –HACH's financials are managed through Emphasys Elite.

3. Payroll and Benefits –HACH's payroll and benefits data is managed by ADP currently and is being transitioned to NeoGov.

THE ATTACHED PURCHASE ORDER IS SUBJECT TO THE FOLLOWING:

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. United States Department of Housing and Urban Development ("HUD") is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The Housing Authority of the City of Hartford (the "PHA") and the vendor identified on the attached purchase order (the "Contractor") are also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations. The purchase order and this attachment are referred to herein as the "Contract."

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA 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 the Contract.

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.

Procurement of Recovered Materials
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.

Termination for Cause and for Convenience (contracts of $10,000 or more).
(a) The PHA may terminate this Contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the Contract obligations (cause/default). The PHA 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: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the Contract, whether completed or in process.
(b) If the termination is for the convenience of the PHA, the PHA 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 (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

Indemnification – PHA Required Contract Term
Contractor shall indemnify PHA against all losses arising out of any claim against PHA by a non-party to this Contract ("Claim"), except to the extent that PHA negligently or intentionally caused those losses. To assume the defense of a Claim, Contractor must notify PHA that it is doing so and shall retain independent legal counsel that is reasonably acceptable to PHA. PHA is entitled to participate in the defense of a Claim. Contractor shall pay any litigation expenses that PHA incurs in connection with defense of any Claim.

Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)
(Applies to contracts for work to be performed only, not for the mere purchase of supplies or materials)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

ADDENDUM #1
IT Audit

Original Notice of Solicitation Issued on: Friday, May 29, 2020

Response Due Date: Thursday, June 18, 2020 @ 2:00pm

June 1, 2020

To All Prospective Respondents:

The purpose of this addendum is to provide answers to questions raised by potential respondents.

QUESTION 1: Will this audit exclude the winner from bidding on IT Admin/Implementation work that may result from the audit (as sometimes happens when a firm performs a design spec for the Housing Authority)?

ANSWER: There is no general exclusion for winners bidding on subsequent implementation or administrative work. That said, should there be particular circumstances where a winner's prior knowledge could be used as an advantage not available to other potential bidders the Authority will consider a case by case exclusion.

QUESTION 2: Who is the current incumbent on this contract?

ANSWER: There is no current contract for these services.

QUESTION 3: What is the current pricing on the contract?

ANSWER: There is no current contract for these services.

QUESTION 4: What is the budget allocated to this contract?

ANSWER: The Authority has performed a cost estimate for these services, but does not believe it is in its best interest to share the estimate.

QUESTION 5: How many temps are currently working on the existing contract and will they all be transitioned to the new vendors?

ANSWER: There is no current contract.

QUESTION 6: Is it a multiple award contract?

ANSWER: No, the Authority intends to make one award.

QUESTION 7: Please provide the duration for this contract?

ANSWER: One-year initial term with the potential to extend at the Authority's option up to two additional one-year terms.

QUESTION 8: Please provide the Submission mode?

ANSWER: Electronic submission through bids@hartfordhousing.org

All other terms and conditions of the Solicitation remain the same.

Ben Bare, General Counsel
Housing Authority of the City of Hartford
bids@hartfordhousing.org

ADDENDUM #2
Small Purchase Solicitation – IT Systems Audit

Original Notice of RFP Issued on: Friday, May 29, 2020

Response Due Date: Thursday, June 18, 2020 @ 2:00 pm

June 4, 2020

To All Prospective Respondents:

The purpose of this addendum is to provide answers to questions raised by potential respondents.

POTENTIAL RESPONDENT QUESTIONS AND ANSWERS:

1. QUESTION: I am trying to get a sense of how large your IT system and department is. Can you share any metrics, like how many devices and full-time IT staff you have? If possible, break down the devices by quantity and type (e.g. 100 laptops, 10 servers in a data center).

   ANSWER:

   HACH Network:

   Including Main Office, has a total of 8 sites.
   External sites connected via SonicWall Site-to-Site VPN
   VMware environment consists of 3 host servers running vSphere ESXi 6.0
   1 physical server, running Veeam, connected to TL1000 tape library for backup and offsite disaster recovery
   Total of 14 virtual servers.
   2008 Active Directory domain, 85 users

Citrix XenApp 6.5 farm with 8 published applications
80 Windows Tablets/Desktops running mostly Windows 10, some on Windows 8
IT Staff – 2 (Systems Administrator and Systems Analyst)
All servers are hosted locally (main office) with 2 exceptions, our use of incoming email review service and use of a cloud service for data storage and sharing.
HACH utilizes normal office software and Emphasys Elite software which encompasses our financial, Housing Choice Voucher, Low Income Public Housing, Purchasing, Work Orders, Inspections, etc.

2. QUESTION: There seems to be a discrepancy between the RFP and addendum regarding the scope of work, so I wanted to clarify the scope of the bid. From the request for proposal, I understood that the bid was for a one-time IT assessment and a plan for HACH to continue work on its own after the assessment was complete. This interpretation was based on "The HACH is seeking the services of a qualified firm experienced in assessing Information Technology (IT) for the purpose of performing an Audit Assessment of the HACH's IT environment and developing a continuing IT audit plan." Furthermore, the RFP states that the assessment should be completed within 2 months. However, Answer 7 in the addendum refers to this being a one-year term. Other than the one-time IT assessment, what would the HACH like the services provider to perform?

   ANSWER: No other services. The additional time was added in case COVID or other concerns push the start date to a later time than the Authority anticipates. Your read is correct that this is for a one-time assessment and delivery of a report detailing the assessment and providing recommendations for action where necessary.

3. QUESTION: Is IT management and operations centralized in a single location?

   ANSWER: Yes, IT management and operations are centralized, although there are several locations the network covers – see the answer to QUESTION 1.

4. QUESTION: Is HACH's data center/server room located at 180 John D. Wardlaw Way in Hartford?

   ANSWER: Yes.

5. QUESTION: How many physical sites are in scope and would need to be visited?

   ANSWER: See the answer to QUESTION 1.

6. QUESTION: How many team members make up the IT staff at HACH and what are their positions (e.g., 1 network administrator, 2 database admins, etc.)?

   ANSWER: See the answer to QUESTION 1.

7. QUESTION: Does HACH utilize third-party service providers for any aspect of technology management and operations? If yes, could you please describe the provider and service? (e.g., AWS – infrastructure hosting, etc.)

ANSWER: See the answer to QUESTION 1.

8. QUESTION: How many servers are currently in the IT environment? (Please break down physical vs. virtual; on-premise vs. hosted/cloud-based.)

   ANSWER: See the answer to QUESTION 1.

9. QUESTION: How many workstations/endpoints does the IT Department support?

   ANSWER: See the answer to QUESTION 1.

10. QUESTION: How many custom-developed applications would be in scope and what development language is used for each?

    ANSWER: See the answer to QUESTION 1.

11. QUESTION: How many interviews with business unit representatives and HACH should we anticipate being in scope?

    ANSWER: At least the two IT personnel and their manager the Chief Financial Officer. The Authority Executive Director may also wish to conduct an interview. Outside of those personnel, the Authority would anticipate that the vendor will interview adequate personnel to complete an accurate assessment and make recommendations as indicated in the scope.

12. QUESTION: Does HACH require a formal presentation to management or audit committee/BoD at the conclusion of the engagement?

    ANSWER: The Authority would anticipate that the report and recommendations would be presented to management through a telecon or similar means. No "formal" presentation will be required.

13. QUESTION: Will HACH require a follow up audit/assessment in the optional second or third year of the engagement?

    ANSWER: No.

14. QUESTION: Can you please confirm where the proposal should be mailed to for clarity? Should it go via standard or registered mail?

    ANSWER: Proposals can be emailed to bids@hartfordhousing.org. PDF preferred. The Authority does not desire physical mailed copies of proposals.

15. QUESTION: Can a company that is classified as a women owned business submit the proposal supported by a sub-contractor that classifies itself as a minority owned & service disabled veteran owned small business?

ANSWER: Sure. So long as the prime is responsible for full performance of the scope of services and is responsible for all acts of the subcontractor there is no issue.

16. QUESTION: If allowed, how should the proposal read to reflect that a sub-contractor will be used?

    ANSWER: The proposal should describe the relationship and contain an affirmation that the prime will be fully responsible, etc.

17. QUESTION: If a subcontractor is used will the past engagements performed by both the prime and sub-contractor count towards the required 3 project references as outlined in line item IV under "Proposal Submission Requirements"?

    ANSWER: Yes. If the same parties were involved the references count.

18. QUESTION: If a subcontractor is used will the number of years, firms qualifications and experience be required for both the prime and sub-contractor separately or can these be combined?

    ANSWER: Both. No combination.

19. QUESTION: Can a company submit a proposal as part of a sub-contractor arrangement and also as single entity (compete under 2 separate RFP responses)?

    ANSWER: No. One proposal per entity.

20. QUESTION: Any restrictions for companies to submit proposals that are based outside of the State of Connecticut?

    ANSWER: None.

21. QUESTION: Upon award, how often can vendors invoice and what are the agency invoice terms (i.e. Net 30, Net 60, etc.)?

    ANSWER: Vendors may invoice 50% at draft report completion and 50% upon acceptance of the report by the Authority. The Authority will turn payment within 45 days of an accepted invoice.

22. QUESTION: Are vendors required to sign up to a local or state procurement system? If so, could you provide information to what systems must vendors sign up to?

    ANSWER: No requirement.

23. QUESTION: The section in the RFP titled "Technology Environment" lists mission-critical applications. Other than letting vendors know that these are critical applications is there a point on why these are listed? The RFP is not clear on expectations for this section. Is the "Technology Environment" section just informational?

    ANSWER: Just informational.

24. QUESTION: Is the work authorized to be performed remote off-site due to COVID-19 or is it strictly on the premises? If the work is expected to be performed on the premises what precaution is the agency taking to prevent infection to vendor personnel?

ANSWER: As much work as possible should be performed off-site. The Authority is taking all precautions with respect to COVID-19. Precautions for on-site work would be subject to the Authority re-opening plan and will vary dependent on current health data. The Authority and the selected vendor can work out specifics as targeted performance dates approach.

25. QUESTION: If vendors are expected to travel to the work site what are per diem rates set by the agency for lodging and transportation?

    ANSWER: The Authority will not provide a per diem. Any travel costs, lodging, transportation must all be built into the proposed cost structure.

26. QUESTION: Are you expecting vendors to structure their fees in a particular form?

    ANSWER: The Authority would prefer to see fee structures either as a lump sum fee for all services or as hourly rates with an estimated number of hours for each rate subject to a not to exceed total.

27. QUESTION: By when does the agency expect to make an award decision?

    ANSWER: Within 45 days of the due date for responses.

28. QUESTION: In the First Addendum, I did notice that someone asked about the ability to bid on future work to address gaps if they proposed on this RFP. It also sounds like some others may have an advantage if they have done work previously with HACH, which will be looked at appropriately when the time comes. From an independence and best practice standpoint, having someone audit their own work or remediate identified gaps may not be in the best interest of the HACH.

    ANSWER: HACH will impartially evaluate all responses to this solicitation and will take all appropriate measures to insure the independence concept raised in the question.

ADDENDUM #3
Small Purchase Solicitation – IT Systems Audit

Original Notice of RFP Issued on: Friday, May 29, 2020

Response Due Date: Thursday, June 25, 2020 @ 2:00 pm

June 15, 2020

To All Prospective Respondents:

The purpose of this addendum is to extend the due date for proposals. The Authority received a high volume of questions right at the question deadline and needs additional time to answer them all and provide vendors with enough time to complete proposals. The deadline for questions has passed and will not be extended.

The Authority will issue an addendum this week answering remaining questions.

The due date for proposals is hereby changed to June 25, 2020 at 2:00 pm.

No other changes are made to the solicitation.

ADDENDUM #4
Small Purchase Solicitation – IT Systems Audit

Original Notice of RFP Issued on: Friday, May 29, 2020

Response Due Date: Thursday, June 25, 2020 @ 2:00 pm

June 17, 2020

To All Prospective Respondents:

The purpose of this addendum is to provide answers to questions raised by potential respondents. Many questions asked following Addendum #2 were addressed specifically in Addendum #2. If respondents do not see their questions answered here, please refer to the prior Addenda.

POTENTIAL RESPONDENT QUESTIONS AND ANSWERS:

1. QUESTION: Are there any custom-developed applications running, or is all HACH application development related to customization of the listed platforms?

   ANSWER: There are no custom-developed applications running.

2. QUESTION: The last page of the RFP is dedicated to requirements that arise from Section 3, HUD Act of 1968; 24 CFR 135. The regulations ask businesses to perform activities that benefit low income and very low-income persons, such as working with labor organizations to post opportunities and hiring low and very low-income persons. My company intends to perform the work with the team members that we are describing in our proposal, and we do not need to hire anyone. For clarity, if the vendor is not a Section 3 business, is the vendor required to hire or attempt to hire low or very low-income persons or work with labor organizations to post notices?

   ANSWER: Vendors are required to comply with Section 3 as described in the clause and the regulations. There is no strict requirement to hire additional personnel for this engagement.

3. QUESTION: Under "System Access Control", the RFP asks for analysis of the "Security camera system for each apartment complex". Because this is an IT assessment, we interpret this to mean that you would like a review of IT-related system access controls only (e.g. user roles and responsibilities, the use of passwords, multi-factor authentication, IT policies and procedures). However, would you also like a review of physical access (e.g. location of the cameras and whether the controls for the cameras are behind locked doors)?

   ANSWER: Correct, review of IT related system access controls only.

4. QUESTION: For anti-fraud purposes, some companies will want auditors to confirm the physical presence of hardware that a company states that it has with visual confirmation of the physical device. Unless there is an expectation of fraud, the cost for audit may exceed the benefit for the size of the HACH's environment. Do you want your vendor to confirm physical presence of devices in your data center and/or any other devices?

   ANSWER: No.

5. In section "Purpose of the RFP" – developing a continuing IT audit plan is mentioned. Could you please clarify what is meant by a continuing audit plan?

   ANSWER: The Authority expects vendors to provide a path forward with some level of self-audit framework to continue to gauge its systems against a changing IT environment.

6. In section "Technology Environment" – Payroll and Benefits are currently handled by a 3rd party (i.e., ADP) and are being transitioned to NeoGov. Is there an expectation to have ADP and/or NeoGov assessed as part of this audit?

   ANSWER: No.

7. In section "Technology Environment" – Payroll and Benefits are currently handled by a 3rd party (i.e., ADP) and are being transitioned to NeoGov. What is the timing for when this transition from ADP to NeoGov will be begin and complete?

   ANSWER: The transition is currently underway with NeoGov expected to be up and running in the next few months.

8. Are there any restrictions on utilizing off-shore resources to execute the work?

   ANSWER: No, so long as all resources are disclosed and meet the requirements of the solicitation.

9. In the section VII: System access control. The RFP states the Assessment should include evaluations specific to the following functions, can you please provide additional insight as to the requirements for assessing access control for the following areas: A.) cross training/skills of IT staff, B.) problem escalation, C.) software licensing audit, D.) standards used to evaluate third party vendors and E.) inhouse application development, maintenance, application roll out and training?

   ANSWER: The Authority is looking for a general evaluation of those areas and recommendations for best practices going forward.

10. In the section VII: System access control. Assessment should include evaluations specific to the following functions, what are the cryptographic systems and antivirus solutions in use already and what are HACH's IT audit requirements for these tools? These systems were not listed as Mission-Critical in the Technology Environment section.

    ANSWER: We will provide that information to the selected respondent. Yes, it would be requested that review of these solutions be included in the Audit.

11. Will permission be needed from 3rd party vendors to complete project tasks?

    ANSWER: We do not anticipate that permission would be needed for 3rd party vendors.

12. May a redacted version of the proposal be submitted for any public records inspections?

    ANSWER: Respondents may mark items as proprietary in their proposals and if those items fall within an exception to the Connecticut Freedom of Information Statutes (CGS 1-200 et. seq.) they will not be disclosed. It is not acceptable to mark an entire response as proprietary.

13. What is HACH's preferred framework?

    ANSWER: HACH believes that the answer to this question is the same as QUESTION 17. Please refer to the answer to QUESTION 17.

14. How many information security policies and procedures does HACH have in place?

    ANSWER: 3 (IT, Cell Phone, and Security Breach)

15. Would HACH please confirm that no technical testing (i.e., vulnerability assessments, penetration tests, and/or configuration reviews) needs to be done?

    ANSWER: No testing needs to be performed.

16. Would HACH please confirm that by "audit plan," HACH is referring to a roadmap? Please elaborate if something additional or different is being sought.

    ANSWER: HACH is referring to a roadmap for conduct of the audit.

17. We would like to include information on the methodology we will use to perform HACH's engagement. Since a methodology is not expressly requested, where would HACH prefer to see that information included? (As of right now, we have included it after the Fee Schedule and before the Deliverables section.)

18. If possible, please provide an organization chart of the entire HACH organization.

    ANSWER: See Addendum 2 for the relevant organization chart.

19. If possible please provide a detailed organization chart of the IT Department (we don't need names, just titles of all IT employees)

ANSWER: See Addendum 2.

20. Please provide a network diagram that provides an overview of network topology (no IP addresses)

    ANSWER: See attached.

21. Are all the Security Cameras for the apartment complex centrally managed? If not, do you want us to go out to the various apartment complexes and confirm System access controls for these systems?

    ANSWER: See QUESTION 3.

22. As identified in the RFP, the purpose of the project is to perform "an Audit Assessment of the HACH's IT environment and develop a continuing IT audit plan." Is this assessment for a one-time Technology Audit Assessment or for a multiple year assessment? Please confirm.

    ANSWER: See QUESTION 5.

23. Are there any HACH employees who the appointee could train and/or participate, as part of Technology Audit Assessment engagement?

    ANSWER: The Authority would expect that both of its IT personnel will be involved in the audit process. There is no expectation of a high level of training provided as a part of the audit.

24. How many IT Employees are dedicated to information security?

    ANSWER: Neither employee is solely dedicated to information security.

25. Does the agency custom develop any applications?
    i. If so, how many applications?
    ii. How many developers are employed?

    ANSWER: See QUESTION 1.

26. How many Software Titles are to be included in the licensing audit?

    ANSWER: Approximately 6.

27. Please list the executive sponsor for this project and describe the working relationship between stakeholders that the winning bidder needs to support in the project.

    ANSWER: The Chief Financial Officer and Executive Director are the executive sponsors for this project. They are the manager of the IT department and director of the Authority respectively.

28. Please describe how information technology operations are provided at HACH.

    ANSWER: See ADDENDUM #2.

29. Do you have a current IT asset inventory, cataloging your IT assets, services, and data?

    ANSWER; No, currently creating

30. Do you have a current service catalog, outlining the services provided by HACH information technology units?

    ANSWER: No.

31. What information technology policies and standards do you have in place?

    ANSWER: We have IT, cellphone, and Security Breach policies that are provided to new employees.

32. The RFP alternatively references the terms "technology assessment" and "audit assessment." Is this assessment intended to satisfy any internal or external audit requirements? Is an audit according to a certain specification required?

    ANSWER: No

33. A fair amount of the scope of services identified in the RFP are information security services. Have you adopted, are you considering for adoption, an industry-recognized information security framework (e.g., NIST, ISO/IEC, CIS Critical Security Controls)? Please specify the framework used.

    ANSWER: No. However, some recommendations in those mentioned frameworks are utilized.

34. The file name for the PDF copy of the RFP specifies "small purchase procedures." Is there a maximum project dollar figure identified for this project?

    ANSWER: The Authority has conducted a cost estimate. The small purchase procedures indicates that the purchase will be below the small purchase threshold of $250,000. The Authority expects this project to be well under that threshold.

35. In our experience, assessments of the type outlined in the RFP typically involve a single onsite visit, spanning several days, to conduct the assessment, with final results presented to the project team in a video conference. Is this acceptable?

    ANSWER: Yes.

36. Would you be willing to consider video conferencing for project meetings with the winning bidder, wherever practical, to minimize travel expenses? Given recommendations from the CDC regarding travel and COVID-19, would you be willing to consider an all-remote engagement?

    ANSWER: Yes to both questions.

37. Has any type of assessment similar to that described in the RFP been done in the past, and if so, will the results of that assessment be made available to the winning bidder during the engagement?

    ANSWER: It has been several years since any IT audit has been conducted. Any prior results would be out of date at this time.

38. Are you willing to share a list of all bidders who have expressed an interest in this project?

    ANSWER: The Authority sees no reason to share a list of interested respondents.

39. Will all potential bidders receive copies of all submitted questions and answers issued as an addendum to the RFP?

    ANSWER: Yes, this addendum, addenda 1 and 2 (previously issued) and one future addendum will answer all submitted questions and answers

40. There are only 7 days between the question submittal date and proposal submission date. What date can bidders expect answers to the submitted questions? (We are trying to ensure we have enough time to tailor our RFP response after receiving HACH's answers while still accounting for the stated due date).

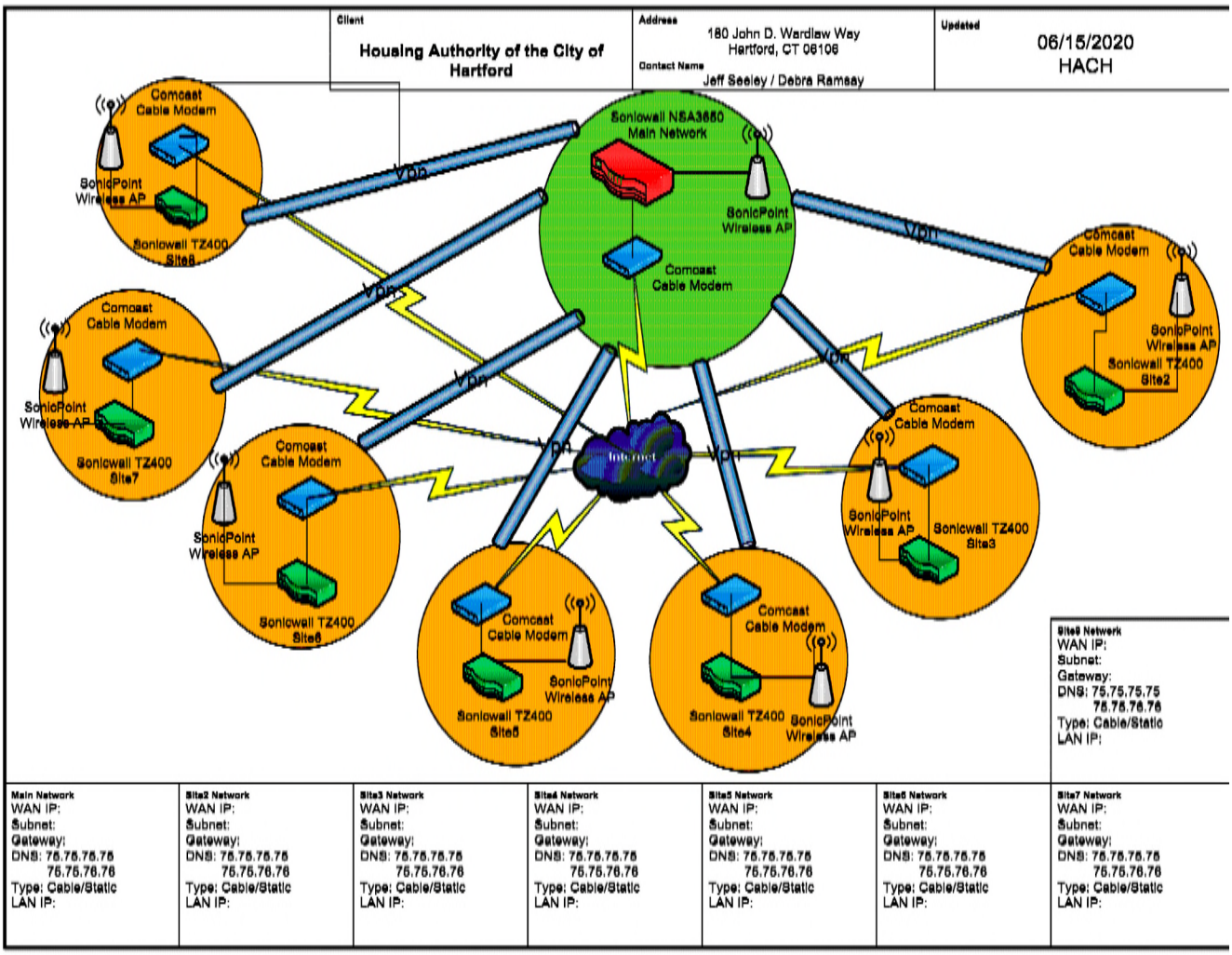
    ANSWER: The due date has been extended.

41. Are there internal deadlines, major milestones, or events driving the timeframe for the project described in the RFP so we can be sure to provide you the information required at the time you need it?

    ANSWER: Outside of the deadlines set in the solicitation there are no specific dates. The Authority does want to start on this project as quickly as possible but will be flexible as to exact start dates with the selected vendor.

42. Vendor appreciates our clients' generosity in providing references for our firm and we do not wish to overwhelm our clients with reference requests. We are glad to provide a detailed list of customer references for similar projects upon being named a finalist for the project. Is this acceptable?

    ANSWER: No. The Authority needs a list of references for a proposal to be deemed responsive. The Authority will not contact references until the final phases of its evaluation.


Client
Housing Authority of the City of Hartford
Address
180 John D. Wardlaw Way
Hartford, CT 06106
Contact Name
Jeff Seeley / Debra Ramsay
Updated
06/15/2020
HACH
Sonicwall NSA3650
Main Network
SonicPoint
Wireless AP
Comcast
Cable Modem
Sonicwall TZ400
Site8
Site2
Site3
Site4
Site5
Site6
Site7
VPN
Internet
Site9 Network
WAN IP:
Subnet:
Gateway:
DNS: 75.75.75.75
75.75.76.76
Type: Cable/Static
LAN IP:
Main Network
Site2 Network
Site3 Network
Site4 Network
Site5 Network
Site6 Network
Site7 Network