

**THA 2023-01
TORRINGTON HOUSING AUTHORITY
REQUEST FOR QUALIFICATIONS FOR
GENERAL CONTRACTOR
REDEVELOPMENT**

**ISSUANCE DATE: AUGUST 18, 2023
RESPONSES DUE: 3:00 P.M. SEPTEMBER 18, 2023**

Torrington Housing Authority (“THA”) (The Housing Authority of the City of Torrington) is seeking a qualified firm to serve as General Contractor for preconstruction and construction services for its proposed substantial rehabilitation of THA’s Federally Funded & Subsidized Developments (the “Project”). THA is requesting a “Statement of Qualifications and Response to Request for Proposals” from interested parties for the Project. Prior successful experience performing services in the State of Connecticut with CHFA, DOH and the local and regional HUD field offices are preferred. 100% bonding capacity is mandatory to qualify for consideration for the Project. Shortlist candidates will be required to submit (3) years of audited financials.

A site visit will be held on September 6, 2023 at 10 am at 52 Summer Street, Torrington, CT (Torrington Towers).

A full copy of the Request for Qualifications is available by contacting THA, 110 Prospect Street Torrington, CT 06790. Contact is Claudia Sweeney by email only at csweeney@thact.org Please do not call or contact any other staff or members of the Board of Commissioners.

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GENERAL CONTRACTOR**

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I. BACKGROUND

Torrington Housing Authority (the Housing Authority of the City of Torrington) (“THA”) is seeking a qualified firm to serve as general contractor (“GC”) for THA’s proposed substantial rehabilitation of THA’s Federally Funded & Subsidized Developments (the “Project”). Commencement of the Project is contingent upon funding.

Selection of the GC will entail a post-submission interview of the highest ranked firms. In addition to other requirements, the selected GC will be required to demonstrate: 1) 100% bonding capacity for payment and performance on the Project with a HUD approved surety who is licensed to do business in the State of Connecticut; 2) 5% working capital for the Project along with Respondent’s other outstanding projects; and 3) evidence of successful prior experience as a general contractor in State of Connecticut. Prior GC experience with housing authorities is preferred.

1.1 Torrington Housing Authority

The Housing Authority of The City of Torrington ("THA") is an organization whose primary purpose is to provide safe, sanitary, affordable housing in Torrington, Connecticut. The THA is a public entity that operates under the enabling legislation of the State of Connecticut and the United States Housing Act of 1937 to provide subsidized housing and housing assistance to low-income and moderate-income families within The City of Torrington. The Authority is governed by a five-member Board of Commissioners appointed by the Mayor of the City of Torrington. The Board of Commissioners employs an Executive Director who manages the day-to-day operations of the THA programs and facilities. The Executive Director is appointed by and reports to the Board and is responsible for staff hiring and direction.

THA operates in the City of Torrington and manages 430 housing units under a variety of federal housing programs as well as 305 Section 8 units which support elderly, disabled and families. These properties are primarily financed by the U.S. Department of Housing and Urban Development (HUD). The THA manages, maintains, and modernizes these housing units.

A listing of our properties including age, address, funding source, designation and unit counts follows.

Listing of Properties
Federally Funded & Subsidized Development

ELDERLY/DISABLED

TORRINGTON TOWERS

52 SUMMER STREET
TORRINGTON, CT 06790

200 UNITS: 28 ONE BEDROOM UNITS; 172 ZERO BEDROOM UNITS BUILT 1972

MICHAEL KOURY TERRACE

TUCKER DRIVE
TORRINGTON, CT 06790

100 UNITS: 15 ONE BEDROOM UNITS; 85 ZERO BEDROOM UNITS BUILT 1983

WILLOW GARDENS

52 WILLOW STREET
TORRINGTON, CT 06790

39 UNITS: 39 ONE BEDROOM UNITS

LAUREL ACRES

523 TORRINGFORD WEST STREET
TORRINGTON, CT 06790

56 UNITS: 14 ONE BEDROOM UNITS; 42 ZERO BEDROOM UNITS

THOMPSON HEIGHTS

30I LITCHFIELD STREET
TORRINGTON, CT 06790

35 UNITS: 2 ONE BEDROOM UNITS; 33 ZERO BEDROOM UNITS

1.3 Scope of Services

Pre-Construction:

As detailed below, in addition to overseeing construction, the GC will be expected, within 6 months of selection, to assist in finalizing the scope of the Project, in preparing detailed cost estimates for the funding application, in assisting with design and production of construction documents in coordination with THA's selected architect and with THA (the "Owner") and/or its instrumentality and competitively bidding and selecting all subtrades. Upon funding, the Owner and the GC may choose a Guaranteed

Maximum Price to perform the work identified in the Bid Documents prepared by the Architect and the GC shall enter into contracts with trade subcontractors to perform their respective trade work which comply with all HUD, state and federal requirements.

The GC shall provide services including, but not limited to:

Pre-construction Phase Scope of Services:

1. Constructability Reviews;
2. Site Logistics Plan;
3. Building Evacuation Plan;
4. Schedule and Phasing Coordination;
5. Cost Control Management; and
6. Construction Documents Conversion Into Subcontractor Bid Packages.

Bid-Phase Services:

1. Develop the Master Project (“CPM”) Schedule;
2. Bid each Bid Package, public advertising bids (ex: State Department of Administrative Services (“DAS”) Contracting Portal);
3. Issue subcontractor bid packages;
4. Conduct preconstruction conferences and site visits;
5. Process all addenda;
6. Receive bids from subcontractors and conduct public bid opening;
7. Issue Guaranteed Maximum Price; and
8. Execute subcontractor agreements.

Construction Phase Scope of Services:

1. Comply with General Conditions;
2. Comply with General Requirements;
3. Conduct Pre-construction Conference;
4. Periodic update the Master CPM Schedule;
5. Monthly update of Schedule of values;
6. Review and Prepare Monthly Progress Payment Requests (in accordance with CHFA’s and/or DOH’s requirements);
7. Periodic Update of Project Cash Flow Projections;
8. Act as the Project’s Prime Liaison;
9. Coordinate subcontractors’ Requests for Information (“RFI-s”) and architectural/engineering (“A/E”) Requests for Information (“RFI”) Responses;
10. Coordinate all change requests and responses;
11. Coordinate all types of submittals;
12. Coordinate all types of testing and Inspections;
13. Coordinate all sub-contractors;
14. Coordinate all sub-contractors participating in commissioning;
15. Provide construction trailers, storage, equipment, barriers, and etc.;
16. Provide all necessary on-site GC personnel;
17. Coordinate Substantial Completion and Turn Over
18. Closeout the Project in 90 days or less; and

19. Support documentation collection for Leadership in Energy and Environmental Design (“LEED) submissions.

It shall be the GC’s responsibility to be familiar with, and take into consideration when responding to, this RFQ, all applicable HUD, federal and State of Connecticut requirements including, but not limited to: construction contract requirements, warranty for construction defects, assurance of completion, progress payment requests, construction guidelines (including but not limited to: project planning & technical review, construction costs, energy conservation, environmental & hazardous material review), standards of design, cost certification, affirmative action, prevailing, Davis-Bacon wages, substantial completion/permission to occupy and final closeout.

1.4 Preliminary Schedule

Engage GC	September 30, 2023
Complete Estimates/Drawings and Issue Competitive Bid Solicitation for Subtrades	Jan./Feb. 2024
Closing (funding)	June 2024
Construction start	July/August 2024
Construction end	July/August 2026
Project Closeout	December 2026

II. RESPONDENT QUALIFICATIONS

Contractors responding to this RFQ shall submit the following questionnaire information:

2.1. Firm Overview

1. Business Organization
 - a. If a corporation, include date of and state of incorporation, its business address(es), an organizational chart, and names and addresses of the corporation's officers and members of its board of directors; and
 - b. If a partnership, include the date and state of formation, the type of partnership, its business address(es), an organizational chart, and the names and addresses of all general and/or limited partners; and
 - c. If other, include organization type date and state of formation, its business address(es), an organizational chart, and a list of names and addresses of all key members.
2. How many years this business entity been engaged in construction?
3. Is this business entity legally qualified to do work in the State of Connecticut?
4. The GC must have a State of Connecticut Major Contractor's License; please provide evidence of the license.
5. Has this firm's, its principal's or any predecessor's Major Contractor's License ever been suspended or revoked or has the Contractor ever been suspended or debarred by HUD?
6. Is the firm a women's business enterprise ("WBE"), minority owned business ("MBE"), or a small business enterprise (SBE)? Is this firm DAS prequalified?

2.2 Experience & Staffing Plan

7. Please provide an organizational chart for the Project. Please identify key staff including the project superintendent/project manager who will be assigned to the project, describe the role and duties of each proposed key staff member and include their resume, technical experience and credentials. Please provide a summary of project experience (similar projects in particular) for each team member for both pre-construction and construction services.
8. List of all projects that were financed by HUD-insured loan programs (223(f) or 221(d)(4) and/or CHFA including project name, date of completion, contract amount and three (3) reference(s).

9. List of all projects for which the respondent contracted with housing authorities, including project name, date of completion, contract amount and three (3) reference(s) (one or more references can be the same as those listed in response to No. 8 above).
10. Provide a summary of completed projects that were not HUD insured projects or for a housing authority, that are similar in scope to the Project, including scope, dollar amount, renovation description and date of completion and three (3) reference(s). (Note: References only needed here if, and to the extent, Respondent cannot provide 3 references for 8, 9 above.)
11. Provide a summary of current contracts with general scopes and anticipated dates of completion.
12. If the entity, its principals or any predecessor has ever defaulted on a contract or failed to complete work, please list any such contracts.
13. Is the firm, its principals or any predecessor currently, or has it in the past five (5) calendar years (2015-present), been involved in any litigation either as plaintiff or defendant? If so, provide the details.
14. Has the firm, its principals or any predecessor had any regulatory or safety violations in the last five (5) calendar years? If so, provide details
15. Provide a list of judgments, claims, HUD complaints, arbitration rulings, lawsuits against the organization, its principals or any predecessor during the past five (5) calendar years (2015-present).

2.3 References

16. Provide a letter of reference / interest from a bonding company to supply a bid bond and 100% performance and material bond for the Project (estimated at up to \$25 million), together with bonding capacity and the amounts of working capital available for the Project.

2.4 Insurance Requirements

17. For the duration of the Project, the GC will have to meet all insurance requirements including but not limited to 1) a Builders' Risk Injury Policy (Completed Value) with Fire, Extended Coverage and Malicious Mischief Coverage for 100% of the Insurance Value of the Property as determined in accordance with HUD requirements; 2) Commercial General Liability with a combined single limit for bodily injury of not less than (\$1,000,000.00) injury and (\$500,000.00) property damage per occurrence and 3) Workers Compensation Insurances in accordance with the State of CT. Proof of Insurance and of THA

and / or its designee(s) being named as Insured(s) will be required before work is commenced.

2.5 Approach to Project

18. Please provide a statement laying out your proposed approach to this Project, including compliance with schedule and budget, with all HUD, federal and state requirements, health and safety policies and programs including COVID precautions, coordinating a project in an occupied elderly and disabled development, management of subcontractors, budget performance, schedule performance, claims avoidance, and effective project closeout (ninety (90) day goal) as well as suggested creative construction solutions for the Project, including, but not limited to, energy grants and enhancements. Please use examples of prior experience to demonstrate knowledge, skill and capability.

2.6 Fee Structure

1. Provide a preconstruction fee proposal for the scope of services.
2. Provide a proposed fee structure for construction.

Please provide details for each component (i.e. general conditions, overhead and profit). Do not include a construction cost contingency in the fee proposal; this will be part of the Owner's approved development budget.

III. SUBMISSION REQUIREMENTS

3.1 Directions for Submission

All Statements of Qualifications must be submitted in a three-hole binder with tabbed numbers for each identified section. All materials must be submitted in an 8.5" x 11" format. Respondents must submit an original, clearly marked and containing original signature in blue ink, along with 3 copies in a sealed carton by September 18, 2023 at 3:00pm EST, without exception, at the following address, to be deemed responsive and eligible for consideration:

TORRINGTON HOUSING AUTHORITY
ATTN: Claudia Sweeney
110 Prospect Street
Torrington, CT 06790

Reference: 'GC RFQ'

The burden of proof to establish timely filing of a proposal by overnight delivery service shall be solely upon the entity or person submitting the proposal. It is the respondent's obligation to ensure the required submission arrives in a timely

manner at the specified location. Any proposal which is not properly marked, addressed or delivered to the submission place, in the required form, by the required submission date and time will be ineligible for consideration.

To assure that the respondent's Statement of Qualifications arrives at the proper place, on time, and to prevent opening by unauthorized individuals, cartons containing submissions, must be identified on the outside, as follows:

Faxed or electronic submissions of the Statement of Qualifications will not be accepted. Once received by THA, submissions will not be returned.

3.2 Written Questions

All questions or requests for information shall be submitted in writing to Claudia Sweeney by email only at csweeney@thact.org by email only. No information concerning this solicitation or requests for clarification will be provided in response to telephone calls to Claudia or in response to any communication whether written or oral with any other employee, agent, representative, director or commissioner for THA and its instrumentalities.

All written questions and requests for information must be received by 12 p.m. on September 11, 2023 in writing by email to Claudia Sweeney by email only at csweeney@thact.org and must include a return email address for response. Written questions and requests for information submitted after that date and time will not be responded to.

Written questions (without identification of the questioner) and written responses will be published to all who requested the RFQ by email BCC: and may be published on THA's website and elsewhere.

IV. SELECTION

4.1 Evaluation Criteria

Selection will be by committee rating and ranking based on each response with points being assigned as follows:

• Capacity	25 pts
• Demonstrated Experience	25 pts
• Project approach	25 pts
• Fee structure proposal	25 pts
TOTAL POINTS	100

4.2 Shortlist and Interviews

Based on the above criteria, all responsive respondents will be rated and ranked, shortlist candidates will be identified and interviews will be scheduled.

Shortlist candidates will be asked for additional information, including but not limited to, the last three (3) years audited financial statements and/or business tax returns.

4.3 The Contract

The most responsive and responsible respondent as determined by THA in its sole and absolute discretion will be selected to enter into contract negotiations with THA in accordance with the terms set forth in this RFQ and the successful respondent's RFQ Response.

The final contract will be Form of Construction Contract HUD 92442M with additional terms including, but not limited to, General Conditions A201-2017 and Supplementary Conditions HUD 92554M, Architect B108 and the HUD Amendment to the B108 (HUD 92408-M) as well as with other HUD forms referenced in the Owner Architect and the Owner Contractor agreements.

The Contract shall contain all terms, provisions and forms required to comply with all state and federal regulatory requirements, whether or not identified herein. The Contract shall also include a requirement that the subcontracts be competitively bid.

4.4 Anticipated Selection Schedule

August 18, 2023	RFQ ISSUANCE DATE
September 6, 2023 10 a.m.	SITE VISIT
September 11, 2023 3 p.m.	WRITTEN QUESTIONS DUE
September 18, 2023 3 p.m.	SUBMISSION DEADLINE
September 21-25, 2023	INTERVIEWS CONDUCTED
September 30, 2023	GENERAL CONTRACTOR SELECTION

V. MISCELLANEOUS PROVISIONS

1. Responses to this RFQ shall be prepared at the sole cost of the respondent. THA shall not reimburse for any expenses incurred in connection with this RFQ including, but not limited to, the cost of preparing the initial response and any additional information requested, or travel or other expenses incurred.
2. THA, in its sole and absolute judgment, reserves the right to (i) amend, modify or withdraw this RFQ, (ii) revise any requirements to this RFQ, (iii) require supplemental statements or information from any respondents to this RFQ, (iv) accept or reject any or all responses to this RFQ, (v) renegotiate or hold discussions with any respondent(s) to this RFQ, and allow such respondent(s) to correct deficient responses which may not completely conform to the instructions contained herein, or immediately eliminate responses which are late, incomplete, or unresponsive to the RFQ, and (vi) cancel and revise, in whole or in part, this RFQ if THA, in its sole and absolute discretion, deems it to be in its best interest.
3. THA may exercise any or all of the foregoing rights at any time without notice and without liability to any respondent to this RFQ or any other party.
4. Responses to this RFQ shall become the property of THA and shall become matters of public record as required under state and federal law.
5. THA may request from a respondent any or all submitted material in an electronic format.
6. By submitting its proposal in response to this RFQ, each respondent accepts the procurement method used and acknowledges and accepts that the evaluation process will require subjective judgments by THA.

VI. REQUIRED EXHIBITS

- A. HUD Form 5369-B – Instruction to Offerors, Non-Construction
- B. HUD Form 5369-C Certifications and Representations of Offerors, Non-Construction Contract
- D. Non-Collusion Affidavit
- E. HUD Form 50070 – Certification of Drug Free Workplace
- F. HUD Form 50071 – Certification of Payments to Influence Federal Transactions
- G. Sexual Harassment Training Compliance Certification

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

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)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

(Name) _____, being first duly sworn, deposes and says:

That s/he is _____
(a partner or officer in the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Housing Authority of the Town of Windsor Locks or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and sworn to before me

This _____ day of _____, 20_____,

Notary Public

My commission expires on _____, 20_____.

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

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

X

Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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)