



Housing Authority of the Town of East Hartford  
546 Burnside Avenue EAST HARTFORD, CT 06108

# **PROCUREMENT POLICY**

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# HOUSING AUTHORITY OF THE TOWN OF EAST HARTFORD

## PROCUREMENT POLICY

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# **THE HOUSING AUTHORITY OF THE TOWN OF EAST HARTFORD**

## **PROCUREMENT POLICY**

### **I. INTRODUCTION**

This Procurement Policy complies with the Annual Contributions Contract (ACC) between The Housing Authority of the Town of East Hartford and The U.S. Department of Housing and Urban Development (HUD) Federal Regulations at 24 CFR 85.36, the procurement standards of the Procurement Handbook for PHAs, HUD Handbook 7460.8, Rev 2, and applicable State and Local laws.

The Housing Authority of the Town of East Hartford (EHHA) is a public agency located in East Hartford, a town situated in central Connecticut. EHHA manages 621 low-income Federal housing units at nine developments throughout the Town, a majority of which house the elderly and/or disabled with the remainder reserved for use by families. EHHA also manages 80 State family moderate rental units and 150 Family Section 8 Project Based Assisted apartments. In addition, the EHHA administers 431 Section 8 Housing Choice Voucher Program and 100-110 Port-In Vouchers that provide rental assistance to families residing in the private market.

The mission of the EHHA is to provide decent, safe and sanitary housing to eligible residents of the Town of East Hartford. We are committed to improving the social, as well as material well being of the residents we serve, and strive to be our community's affordable housing of choice.

The EHHA receives its funding primarily through grants provided by HUD and through collection of rental income.

The EHHA is under the direction of an Executive Director who is responsible for its daily operations. A five member Board of Commissioners provides oversight and assistance in establishing EHHA policy and these positions are appointed and approved by the Town Council.

### **II. GENERAL PROVISIONS**

The EHHA shall provide for a procurement system of quality and integrity; provide for the fair and equitable treatment of all persons or firms involved in purchasing by the EHHA; ensure that supplies and services (including construction) are procured efficiently, effectively, and at the most favorable prices available to the EHHA; promote competition in contracting; and assure that EHHA purchasing actions are in full compliance with applicable Federal standards, HUD regulations, State, and local laws.

## **Application**

This Procurement Policy applies to all procurement actions of the EHHA, regardless of the source of funds, except as noted under “exclusions,” below. However, nothing in this Policy shall prevent the EHHA from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with the law. When both HUD and non-Federal grant funds are used for a project, the work to be accomplished with the funds should be separately identified prior to procurement so that appropriate requirements can be applied, if necessary. If it is not possible to separate the funds, HUD procurement regulations shall be applied to the total project. If funds and work can be separated and work can be completed by a new contract, then regulations applicable to the source of funding may be followed.

## **Administration**

All procurement transactions shall be administered by the Contracting Officer, who shall be the Executive Director or other individual he or she has authorized in writing.

## **Definition**

The term “procurement,” as used in this Policy, includes the procuring, purchasing, leasing, or renting of: (1) goods, supplies, equipment, and materials, (2) construction and maintenance; consultant services, (3) Architectural and Engineering (A/E) services, (4) Social Services, and (5) other services.

## **Exclusions**

This policy does not govern administrative fees earned under the Section 8 voucher program, the award of vouchers under the Section 8 program, the execution of landlord Housing Assistance Payments contracts under that program, or non-program income, e.g., fee-for-service revenue under 24 CFR Part 990. These excluded areas are subject to applicable State and local requirements.

## **Changes in Laws and Regulations**

In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with these Policies, automatically supersede these Policies.

## **Public Access to Procurement Information**

Most procurement information that is not proprietary is a matter of public record and shall be available to the public to the extent provided in federal law and the Connecticut Freedom of Information Act.



### III. **ETHICS IN PUBLIC CONTRACTING**

#### **General**

The EHHA hereby establishes this code of conduct regarding procurement issues and actions and shall implement a system of sanctions for violations. This code of conduct, etc., is consistent with applicable Federal, State, or local law. The Executive Director shall establish a system of sanctions for violations of the ethical standards described in this Policy, consistent with Federal, State, or local law.

#### **Conflicts of Interest**

No employee, officer, Board member, or agent of the EHHA shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

- An employee, officer, Board member, or agent involved in making the award;
- His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);
- His/her partner; or
- An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

#### **Gratuities, Kickbacks, and Use of Confidential Information**

No officer, employee, Board member, or agent shall ask for or accept gratuities, favors, or items of more than \$25 in value from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

#### **Prohibition Against Contingent Fees**

Contractors wanting to do business with the EHHA must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

#### **IV: PROCUREMENT PLANNING**

Planning is essential to managing the procurement function properly. Hence, the EHHA will periodically review its record of prior purchases, as well as future needs, to find patterns of procurement actions that could be performed more efficiently or economically; maximize competition and competitive pricing among contracts and decrease the EHHA's procurement costs; reduce EHHA administrative costs; ensure that supplies and services are obtained without any need for re-procurement, e.g., resolving bid protests; and minimize errors that occur when there is inadequate lead time.

Consideration should be given to storage, security, and handling requirements when planning the most appropriate purchasing actions.

#### **V: PURCHASING METHODS**

##### **Petty Cash Purchases**

Purchases \$200 or less may be handled through the use of the EHHA Petty Cash Fund, which has been established in an amount sufficient to cover small purchases made during a reasonable period, e.g., one month. The EHHA shall ensure that security is maintained and only authorized individuals have access to the account. These accounts shall be reconciled and replenished periodically.

##### **Small Purchase Procedures**

For any amounts above the Petty Cash ceiling, but not exceeding \$100,000, the EHHA may use small purchase procedures. Under small purchase procedures, the EHHA shall obtain a reasonable number of quotes (preferably three); however, for purchases of less than \$2,000, also known as Micro Purchases, only one quote is required provided the quote is considered reasonable.

Staff as designated in writing by the Contracting Officer shall make Micro Purchases in a total amount not to exceed \$2,000.00 per purchase and may execute the purchase orders for these purchases. Such purchases must be distributed equitably among qualified sources. A record must be kept of the details of each purchase.

To the greatest extent feasible, and to promote competition, small purchases should be distributed among qualified sources. Quotes may be obtained orally (either in person or by phone), by fax, in writing, or through e-procurement. Award shall be made to the qualified vendor that provides the best value to the EHHA. If award is to be made for reasons other than lowest price, documentation shall be provided in the contract file. The EHHA shall not break down requirements aggregating more than the small purchase threshold (or the Micro Purchase threshold) into several purchases that are less than the applicable threshold merely to: (1) permit use of the small purchase procedures or (2) avoid any requirements that applies to purchases that exceed the Micro Purchase threshold.

## **Sealed Bids**

Sealed bidding shall be used for all contracts that exceed the small purchase threshold and that are not competitive proposals or non-competitive proposals, as these terms are defined in this document. Under sealed bids, the EHHA publicly solicits bids and awards a firm fixed-price contract (lump sum or unit price) to the responsible bidder whose bid, conforming with all the material terms and conditions of the Invitation for Bids (IFB), is the lowest in price. Sealed bidding is the preferred method for procuring construction, supply, and non-complex service contracts that are expected to exceed \$100,000.

A. **Conditions for Using Sealed Bids.** EHHA shall use the sealed bid method if the following conditions are present: a complete, adequate, and realistic statement of work, specification, or purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the contract can be awarded based on a firm fixed price; and the selection of the successful bidder can be made principally on the lowest price.

B. **Solicitation and Receipt of Bids.** An IFB is issued which includes the specifications and all contractual terms and conditions applicable to the procurement, and a statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the solicitation. The IFB must state the time and place for both receiving the bids and the public bid must stay in a secure place until the public bid opening. A bidder may withdraw the bid at any time prior to the bid opening.

C. **Bid Opening and Award.** Bids shall be opened publicly. All bids received shall be recorded on an abstract (tabulation) of bids, and then made available for public inspection. If equal low bids are received from responsible bidders, selection shall be made by drawing lots or other similar random method. The method for doing this shall be stated in the IFB. If only one responsive bid is received from a responsible bidder, award shall not be made unless the price can be determined to be reasonable, based on a cost or price analysis.

D. **Mistakes in Bids.** Correction or withdrawal of bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the IFB prior to the time set for bid opening. After bid opening, corrections in bids may be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made. All decisions to allow correction or withdrawal of a bid shall be supported by a written determination signed by the Contracting Officer. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the EHHA or fair competition shall not be permitted.

## **Competitive Proposals**

Unlike sealed bidding, the competitive proposal method permits: consideration of technical factors other than price; discussion with offerors concerning offers submitted; negotiation of contract price or estimated cost and other contract terms and conditions; revision of proposals before the final contractor selection; and the withdrawal of an offer at any time up until the point of award. Award is normally made on the basis of the proposal that represents the best overall value to the EHHA, considering price and other factors, e.g., technical expertise, past experience, quality of proposed staffing, etc., set forth in the solicitation and not solely the lowest price.

A. **Conditions for Use.** Where conditions are not appropriate for the use of sealed bidding, competitive proposals may be used. Competitive proposals are the preferred method for procuring professional services that will exceed the small purchase threshold.

B. **Form of Solicitation.** Other than A/E services, competitive proposals shall be solicited through the issuance of a Request for Proposals (RFP). The RFP shall clearly identify the importance and relative value of each of the evaluation factors as well as any sub factors and price. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals until after award. The EHHA may assign price a specific weight in the evaluation criteria or the EHHA may consider price in conjunction with technical factors; in either case, the method for evaluating price shall be established in the RFP.

C. **Evaluation.** The proposals shall be evaluated only on the criteria stated in the RFP. Where not apparent from the evaluation criteria, the EHHA shall establish an Evaluation Plan for each RFP. Generally, all RFPs shall be evaluated by an appropriately appointed Evaluation Committee. The Evaluation Committee shall be required to disclose any potential conflicts of interest and to sign a Non-Disclosure statement. An Evaluation Report, summarizing the results of the evaluation, shall be prepared prior to award of a contract.

D. **Negotiations.** Negotiations shall be conducted with all offerors who submit a proposal determined to have a reasonable chance of being selected for award, unless it is determined that negotiations are not needed with any of the offerors. This determination is based on the relative score of the proposals as they are evaluated and rated in accordance with the technical and price factors specified in the RFP. These offerors shall be treated fairly and equally with respect to opportunity for negotiation and revision of their proposals. No offeror shall be given any information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. A common deadline shall be established for receipt of proposal revisions based on negotiations. Negotiations are exchanges (in either competitive or sole source environment) between the EHHA and offerors that are undertaken with the intent of allowing the offeror to revise its proposal. These negotiations may include bargaining. Bargaining includes persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract or other terms of a proposed contract. When negotiations are conducted in a competitive acquisition, they take place after establishment of the competitive range and are called discussions. Discussions are tailored to each offeror's proposal, and shall be conducted by the contracting officer or designee, with each offeror within the competitive range. The primary object of discussions is to maximize the EHHA's ability to obtain best value, based on the requirements and the evaluation factors set forth in the solicitation. The contracting officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the contracting officer, be altered or explained to enhance materially the proposer's potential for award. The scope and extent of discussions are a matter of the contracting officer's judgment. The contracting officer may inform an offeror that its price is considered by the EHHA to be too high, or too low, and reveal the results of the analysis supporting that conclusion. It is also permissible to indicate to all offerors the cost or price that the government's price analysis, market research, and other reviews have identified as reasonable. "Auctioning" (revealing one offeror's price in an attempt to get another offeror to lower their price) is prohibited.

E. **Award.** After evaluation of the revised proposals, if any, the contract shall be awarded to the responsible firm whose technical approach to the project, qualifications, price and/or any other factors considered, are most advantageous to the EHHA provided that the price is within the maximum total project budgeted amount established for the specific property or activity.

F. **A/E Services.** The EHHA must contract for A/E services using quality based solicitation (QBS) procedures, utilizing a RFQ. Sealed bidding shall not be used for A/E solicitations. Under QBS procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. QBS procedures shall not be used to purchase other types of services, though architectural/engineering firms are potential sources.

## **Noncompetitive Proposals (Sole-Source)**

A. **Conditions for Use.** Procurement by noncompetitive proposals (sole-source) may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, cooperative purchasing, or competitive proposals, and if one of the following applies:

1. The item is available only from a single source, based on a good faith review of available sources;
2. An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or that would seriously jeopardize the functioning of the operations of the EHHA as determined by its Board of Commissioners, or that would otherwise cause serious injury to the EHHA, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or that would jeopardize the operations of the EHHA during the gap period necessary for competitive procurement following the loss or removal of an essential service provider or employee as determined by the EHHA Board of Commissioners, or similar events. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any of the other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary simply to meet the emergency;
3. HUD authorizes the use of noncompetitive proposals; or
4. After solicitation of a number of sources, competition is determined inadequate.

B. **Justification.** Each procurement, based on noncompetitive proposals, shall be supported by a written justification for the selection of this method. The justification shall be approved in writing by the responsible Contracting Officer. The justification, to be included in the procurement file, should include the following information:

1. Description of the requirement;
2. History of prior purchases and their nature (competitive vs. noncompetitive);
3. The specific exception in **24 CFR 85.36(d)(4)(i)(A)** through **(D)** which applies;
4. Statement as to the unique circumstances that require award by noncompetitive proposals;
5. Description of the efforts made to find competitive sources (advertisement in trade journals or local publications, phone calls to local suppliers, issuance of a written solicitation, etc.);
6. Statement as to efforts that will be taken in the future to promote competition for the requirement;
7. Signature by the Contracting Officer's supervisor (or someone above the level of the Contracting Officer); and
8. Price Reasonableness. The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing an analysis, as described in this Policy.

VI: **Cooperative Purchasing/Intergovernmental Agreements**

The EHHA may enter into State and/or local cooperative or intergovernmental agreements to purchase or use common supplies, equipment, or services. The decision to use an interagency agreement instead of conducting a direct procurement shall be based on economy and efficiency. If used, the interagency agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. The EHHA may use Federal or State excess and surplus property instead of purchasing new equipment and property if feasible and if it will result in a reduction of project costs. The goods and services obtained under a cooperative purchasing agreement must have been procured in accordance with 24 CFR 85.36.

The EHHA recognizes that The State of Connecticut, Department of Administrative Services, and HUD General Administrative Services have bid and procured services and/or supplies in accordance with 24 CFR 85.36 and that these services and/or supplies procured are available to government entities such as housing authorities. The EHHA will strive to engage in cooperative purchasing through these agencies whenever possible.

VII. **INDEPENDENT COST EVALUATION (ICE):**

For all purchases above the Micro Purchase threshold, the EHHA shall prepare an Independent Cost Evaluation (ICE) prior to solicitation. The level of detail shall be commensurate with the cost and complexity of the item to be purchased.

VIII. **COST AND PRICE ANALYSIS**

The EHHA shall require assurance that, before entering into a contract, the price is reasonable, in accordance with the following instructions.

**Petty Cash and Micro Purchases**

No formal cost or price analysis is required. Rather, the execution of a contract by the Contracting Officer (through a Purchase Order or other means) shall serve as the Contracting Officer's determination that the price obtained is reasonable, which may be based on the Contracting Officer's prior experience or other factors.

**Small Purchases**

A comparison with other offers shall generally be sufficient determination of the reasonableness of price and no further analysis is required. If a reasonable number of quotes are not obtained to establish reasonableness through price competition, the Contracting Officer shall document price reasonableness through other means, such as prior purchases of this nature, catalog prices, the Contracting Officer's personal knowledge at the time of purchase, comparison to the ICE, or any other reasonable basis.

### **Sealed Bids**

The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, and when the bid received is substantially more than the ICE, and where the EHHA cannot reasonably determine price reasonableness, the EHHA must conduct a cost analysis, consistent with federal guidelines, to ensure that the price paid is reasonable.

### **Competitive Proposals**

The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, the EHHA must compare the price with the ICE. For competitive proposals where prices cannot be easily compared among offerors, where there is not adequate competition, or where the price is substantially greater than the ICE, the EHHA must conduct a cost analysis, consistent with Federal guidelines, to ensure that the price paid is reasonable.

### **Contract Modifications**

A cost analysis, consistent with federal guidelines, shall be conducted for all contract modifications for projects that were procured through Sealed Bids, Competitive Proposals, or Non-Competitive Proposals, or for projects originally procured through Small Purchase procedures and the amount of the contract modification will result in a total contract price in excess of \$100,000.

## **IX. SOLICITATION AND ADVERTISING**

### **Method of Solicitation**

- A. **Petty Cash and Micro Purchases**. The EHHA may contact only one source if the price is considered reasonable.
- B. **Small Purchases**. Quotes may be solicited orally, through fax, email or by any other reasonable method.
- C. **Sealed Bids and Competitive Proposals**. Solicitation must be done publicly. The EHHA must use one or more following solicitation methods, provided that the method employed provides for meaningful competition.
  1. Advertising in newspapers or other print mediums of local or general circulations.
  2. Advertising in various trade journals or publications (for construction).
  3. E-Procurement. The EHHA may conduct its public procurements through the Internet using e-procurement systems. However, all e-procurements must otherwise be in compliance with 24 CFR 85.36, State and local requirements, and the EHHA's procurement policy.



## **Time Frame**

For purchases of more than \$100,000, the public notice should run not less than once each week for two consecutive weeks.

## **Form**

Notices/advertisements should state, at a minimum, the place, date, and time that the bids or proposals are due, the solicitation number, a contact that can provide a copy of, and information about, the solicitation, and a brief description of the needed items(s).

## **Time Period for Submission of Bids**

A minimum of 7 calendar days shall generally be provided for preparation and submission of sealed bids and 7 calendar days for competitive proposals. However, the Executive Director may allow for a shorter period under extraordinary circumstances.

## **Cancellation of Solicitations**

- A. An IFB, RFP, or other solicitation may be cancelled before bids/offers are due (if):
1. The supplies, services or construction is no longer required;
  2. The funds are no longer available;
  3. Proposed amendments to the solicitation are of such magnitude that a new solicitation would be best; or
  4. Other similar reasons.
- B. A solicitation may be cancelled and all bids or proposals that have already been received may be rejected if:
1. The supplies or services (including construction) are no longer required;
  2. Ambiguous or otherwise inadequate specifications were part of the solicitation;
  3. All factors of significance to the EHHA were not considered;
  4. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
  5. There is reason to believe that bids or proposals may not have been independently determined in open competition, may have been collusive, or may have been submitted in bad faith; or
  6. For other good cause when it is in the best interest of the EHHA.
- C. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request.
- D. A notice of cancellation shall be sent to all bidders/offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.

E. If all otherwise acceptable bids received in response to an IFB are at unreasonable prices an analysis should be conducted to see if there is a problem in either the specifications or the EHHA's cost estimate. If both are determined adequate and if only one bid is received and the price is unreasonable, the Contracting Officer may cancel the solicitation and either:

1. Re-solicit using an RFP; or
2. Complete the procurement by using the competitive proposal method. The Contracting Officer must determine, in writing, that such action is appropriate, must inform all bidders of the EHHA's intent to negotiate, and must give each bidder a reasonable opportunity to negotiate.

F. If problems are found with the specifications, EHHA should cancel the solicitation, revise the specifications and re-solicit using an IFB.

### **Credit (or Purchasing) Cards**

Credit card usage should follow the rules for all other small purchases. For example, the Contracting Officer may use a credit card for Micro Purchases without obtaining additional quotes provided the price is considered reasonable. However, for amounts above the Micro Purchase level, the Contracting Officer would generally need to have obtained a reasonable number of quotes before purchasing via a credit card.

When using credit cards, the EHHA should adopt reasonable safeguards to assure that they are used only for intended purposes (for instance, limiting the types of purchases or the amount of purchases that are permitted with credit cards).

## **X. BONDING REQUIREMENTS**

The standards under this section apply to construction contracts that exceed \$100,000. There are no bonding requirements for small purchases or for competitive proposals. The EHHA may require bonds in these latter circumstances when deemed appropriate; however, non-construction contracts should generally not require bid bonds.

A. **Bid Bonds**. For construction contracts exceeding \$100,000, offerors shall be required to submit a bid guarantee from each bidder equivalent to 5% of the bid price.

B. **Payment Bonds**. For construction contracts exceeding \$100,000, the successful bidder shall furnish an assurance of completion. This assurance may be any one of the following four:

1. A performance and payment bond in a penal sum of 100% of the contract price; or
2. Separate performance and payment bonds, each for 50 % or more of the contract price; or
3. A 20 % cash escrow; or
4. A 25 % irrevocable letter of credit.

These bonds must be obtained from guarantee or surety companies acceptable to the U. S. Government and authorized to do business in the State where the work is to be performed. Individual sureties shall not be considered. U. S. Treasury Circular Number 570 lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies on this circular is mandatory.

## **XI. CONTRACTOR QUALIFICATIONS AND DUTIES**

### **Contractor Responsibility**

EHHA shall not award any contract until the prospective contractor, i.e., low responsive bidder, or successful offeror, has been determined to be responsible. A responsible bidder/offeror must:

- A. Have adequate financial resources to perform the contract, or the ability to obtain them;
- B. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's/offeror's existing commercial and governmental business commitments;
- C. Have a satisfactory performance record;
- D. Have a satisfactory record of integrity and business ethics;
- E. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- F. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and,
- G. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed LDP.

If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official contract file, and the prospective contractor shall be advised of the reasons for the determination.

### **Suspension and Debarment**

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) or by other Federal agencies, e.g., Dept of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings.

## **Vendor Lists**

All interested businesses shall be given the opportunity to be included on vendor mailing lists. Any lists of persons, firms, or products which are used in the purchase of supplies and services (including construction) shall be kept current and include enough sources to ensure competition.

## **XII. CONTRACT PRICING ARRANGEMENTS**

### **Contract Types**

Any type of contract which is appropriate to the procurement and which will promote the best interests of the EHHA may be used, provided the cost -plus-a-percentage-of-cost and percentage-of-construction-cost methods are not used. All solicitations and contracts shall include the clauses and provisions necessary to define the rights and responsibilities of both the contractor and EHHA.

For all cost reimbursement contracts, EHHA must include a written determination as to why no other contract type is suitable. Further, the contract must include a ceiling price that the contractor exceeds at its own risk.

### **Options**

Options for additional quantities or performance periods may be included in contracts, provided that:

- A. The option is contained in the solicitation;
- B. The option is a unilateral right of the EHHA;
- C. The contract states a limit on the additional quantities and the overall term of the contract;
- D. The options are evaluated as part of the initial competition;
- E. The contract states the period within which the options may be exercised;
- F. The options may be exercised only at the price specified in or reasonably determinable from the contract; and
- G. The options may be exercised only if determined to be more advantageous to EHHA than conducting a new procurement.

## **XIII. CONTRACT CLAUSES**

All contracts should identify the contract pricing arrangement as well as other pertinent terms and conditions, as determined by the EHHA.

Additionally, the forms HUD-5369, 5369-A, 5369-B, 5370, 5370-C, and 51915-A , which contain all HUD-required clauses and certifications for contracts of more than \$100,000, as well as any forms/clauses as required by HUD for small purchases, shall be used in all corresponding solicitations and contracts issued by the EHHA.

#### **XIV. CONTRACT ADMINISTRATION**

The EHHA shall maintain a system of contract administration designed to ensure that contractors perform in accordance with their contracts. These systems shall provide for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on major projects including construction contracts, and similar matters. For cost-reimbursement contracts, costs are allowable only to the extent that they are consistent with the cost principles in HUD Handbook 2210.18. A contract register shall be maintained by the EHHA.

#### **XV. SPECIFICATIONS**

##### **General**

All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying EHHA needs. Specifications shall be reviewed prior to issuing any solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Function or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

##### **Limitation**

The following types of specifications shall be avoided:

- A. Geographic restrictions not mandated or encouraged by applicable Federal law (except for A/E contracts, which may include geographic location as a selection factor if adequate competition is available);
- B. Brand name specifications (unless the specifications list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use).

Nothing in this procurement policy shall preempt any State licensing laws. Specifications shall be reviewed to ensure that organizational conflicts of interest do not occur.

## XVI. APPEALS AND REMEDIES

### General

It is EHHA policy to resolve all contractual issues informally and without litigation. Disputes will not be referred to HUD unless all administrative remedies have been exhausted. When appropriate, a mediator may be used to help resolve differences.

### Informal Appeals Procedure

Under EHHA's informal bid protest/appeal procedure for all solicitations/contracts, the bidder/contractor may request to meet with the Contracting Officer within seven (7) calendar days after the contractor receives notice of contract award.

### Formal Appeals Procedure

The following formal appeals procedure is established below for all solicitations/contracts:

- A. **Bid Protest.** Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for the receipt of bids or proposals, and any protest against the award of a contract must be received within seven (7) calendar days after the contractor receives notice of the contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant.
- B. **Contractor Claims.** All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to the next higher level of authority in EHHA. Contractor claims shall be governed by the Changes clause in the form HUD-5370.

## XVII. ASSISTANCE TO SMALL AND OTHER BUSINESSES

### Required Efforts

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, all feasible efforts shall be made to ensure that small and minority-owned businesses, women's business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of the EHHA project are used when possible. Such efforts shall include, but shall not be limited to:

- A. Including such firms, when qualified, on solicitation mailing lists;
- B. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;

- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- F. Including in contracts, to the greatest extent feasible, a clause requiring contractors to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
- G. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

Goals shall be established periodically for participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in EHHA prime contracts and subcontracting opportunities.

## **Definitions**

1. A **small business** is defined as a business that is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR Part 121 should be used to determine business size.
2. A **minority-owned business** is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.
3. A **women's business enterprise** is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.
4. A **"Section 3 business concern"** is as defined under 24 CFR Part 135: Section 3 business concern means a business concern, as defined in this section (1) That is 51 percent or more owned by section 3 residents; or(2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
5. A **labor surplus area business** is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the DOL in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

## **XVIII. BOARD APPROVAL OF PROCUREMENT ACTIONS**

Other than approval of this Procurement Policy, approval by the Board of Commissioners for purchases using small purchase procedure guidelines for amounts under \$25,000 or purchases made under non-competitive guidelines is not required, as permitted under this Procurement Policy and under Federal, State and local law. Rather, it is the responsibility of the Executive Director to make sure that all procurement actions are conducted in accordance with the policies contained herein. Nevertheless, the EHHA will report to the Board in writing at its next regular meeting, all such procurement actions involving expenditures completed of more than \$5,000 and less than \$25,000. All procurements over the \$25,000 threshold are subject to Board Approval.

## **XIX: DELEGATION OF CONTRACTING AUTHORITY**

While the Executive Director is responsible for ensuring that the EHHA's procurements comply with this Policy, the Executive Director may delegate all procurement authority as is necessary and appropriate to conduct the business of the Agency.

Further, and in accordance with this delegation of authority, the Executive Director shall, where necessary, establish operational procedures (such as a procurement manual or standard operating procedures) to implement this Policy.

## **XX. DOCUMENTATION/RECORD RETENTION**

The EHHA must maintain records sufficient to detail the significant history of each procurement action. These records shall include, but shall not necessarily be limited to, the following:

- A. Rationale for the method of procurement (if not self-evident);
- B. Rationale of contract pricing arrangement (also if not self-evident);
- C. Reason for accepting or rejecting the bids or offers;
- D. Basis for the contract price (as prescribed in this handbook);
- E. A copy of the contract documents awarded or issued and signed by the Contracting Officer;
- F. Basis for contract modifications; and
- G. Related contract administration actions.

The level of documentation should be commensurate with the value of the procurement.

Records are to be retained for a period of three years after final payment and all matters pertaining to the contract are closed.



## **XXI. DISPOSITION OF SURPLUS PROPERTY**

Property no longer necessary for the EHHA's purposes (non-real property) shall be sold, and disposed of in a publicly advertised Disposition auction. Items to be disposed of will receive Board approval for disposition prior to said auction.

## **XXII. FUNDING AVAILABILITY**

Before initiating any contract, the EHHA shall ensure that there are sufficient funds available to cover the anticipated cost of the contract or modification.

## **XXIII. SELF CERTIFICATION**

The EHHA self-certifies that this Procurement Policy, and the EHHA's procurement system, complies with all applicable Federal regulations and, as such, the EHHA is exempt from prior HUD review and approval of individual procurement actions.

## **XXIV. CAPITAL FUND STIMULUS GRANT PROCUREMENT POLICY**

The following policy was adopted by the Board on August 19, 2009:

Established for the East Hartford Housing Authority by board action, this Statement of Procurement policy has been established to comply with HUD requirements for the use of ARRA Capital Fund Formula Grant.

The Housing Authority shall follow its general procurement policy except for the following specific requirements set forth by HUD for Capital Fund Stimulus Grants and this amended policy can be used only for procurements related to said grants. This amended policy removes all procurement standards that are contrary to Part 85 of the Recovery Act.

Any requirements related to procurement of goods and services arising under state and local laws and regulations shall not apply to Capital Fund Stimulus Grants (PIH Notice 2009-12 Section VI, Procurement, item 2).

EHHA will use 24CFR85.36 for construction contracts as part of the Capital Fund Stimulus Grant.

EHHA shall follow Buy American requirements of section 1605 of the Recovery Act, as outlined in 2 CFR part 176, which states that projects, funded by the Recovery Act for construction, alteration, maintenance, and repair of public building or public work use American steel, iron, and manufactured goods in the project unless specifically exempted for reasons of unavailability, unreasonable cost or inconsistency with the public interest, as determined by Federal department or agency, not the award recipient.

EHHA shall follow wage requirements under Section 1606 of the American Recovery and Reinvestment Act of 2000.

## **APPENDIX 1. PROCUREMENT FILE CHECKLIST**

The following table lists the types of documentation that generally should be included in the contract file for each procurement. Note, however, that the circumstances of each procurement will dictate the documentation required. For example, an RFP for Property Management Services would not necessarily require a separate cost analysis if there were an ample number of price proposals and the costs (management fees) were within the range established in the ICE. Similarly, for small purchases, the issuance of a purchase order will likely serve as a Notice to Proceed; however, for some very technical services acquired under small purchases, the EHHA might want to hold a post-award meeting and then issue a Notice to Proceed. In all, the contract file should contain all significant documentation relating to the specific procurement. Any shaded item would generally not apply for that type of purchase.

<b>Item</b>	<b>Micro Purchase</b>	<b>Small Purchase</b>	<b>Sealed Bid</b>	<b>Competitive Proposals</b>	<b>Non-Competitive Proposals</b>
<b>Pre-Solicitation</b>					
Independent Cost Estimate					
Individual Procurement Plan					
Rationale for Contract Method (if not apparent)					
Rationale for Contract Type (if not apparent)					
Evaluation Plan					
<b>Solicitation</b>					
Sources (mailing lists, advertisements, etc.)					
Solicitation Notice and Amendments					
IFB/RFP					
Notes of Pre-Bid/Proposal Conferences					
IFB/RFP Correspondences					
Record of Bids/RFPs Requested					
Quotes, Bids or Proposals Received					
Justification for Other than Full/Open Competition					
<b>Evaluation</b>					
Bid Opening					
Evaluation Panel Disclosures and Ethics Statement					
Technical Evaluation					
Price Evaluation					
Competitive Range Determinations					
Evaluation Report					
Memo of Negotiation and Selection Decision					

<b><u>APPENDIX 1.</u></b> <b><u>PROCUREMENT</u></b>	<b><u>FILE</u></b>	<b><u>CHECK</u></b>	<b><u>LIST</u></b>		
Pre-award Survey and Responsibility Determinations					
<b>Award</b>					
Contract and Award Documents					
Notification to Unsuccessful Bidders					
Appeals (all correspondence)					
<b>Post-Award and Contract Administration</b>					
Insurance and Bonding Requirements					
Records of Post-Award Conferences					
Notice to Proceed					
Contract Modifications and Supporting Documentation					
Receiving Reports					
General Contract Correspondence					
Payment Record/Documentation					
Inspections and Field Reports					
Completion Certificate					

**APPENDIX 2. SAMPLE ADVERTISEMENT -INVITATION TO BID**

The East Hartford Housing Authority will receive sealed bids on or before date/time \_\_\_\_\_, at the office of said Authority located at 546 Burnside Ave., East Hartford, CT 06108. Bids will be received for furnishing all labor, materials, tools and equipment necessary to complete the location/scope \_\_\_\_\_ East Hartford, CT 06108.

The successful bidder will be required to furnish and pay for 100% Performance and Payment Bond or Bonds, in the forms included in the Specifications.

Proposed forms of Contract Documents, including Plans and Specifications dated \_\_\_\_\_, will be on file at the office of the above mentioned Housing Authority, on date \_\_\_\_\_ as prepared by architect \_\_\_\_\_. There will be a pre-bid conference and walk through on date/time \_\_\_\_\_, conducted at the project site. All interested parties are strongly encouraged to attend this meeting. The interested Bidders are asked to meet at the site, \_\_\_\_\_ .

Contractors may each obtain a set of plans and specifications at the office of the East Hartford Housing Authority from 8:30 a.m. – 12:00 p.m. and 1:00p.m. – 4:00 p.m., Monday through Thursday, beginning on date \_\_\_\_\_, with a fifty dollar (\$50.00) non-refundable deposit in the form of check or money order, to said Authority for each set obtained. Said deposit check shall be made out to the East Hartford Housing Authority.

The Housing Authority reserves the right to reject any or all bids and/or to waive any informalities in bidding, when such action is deemed to be in the best interest of the Authority. All bid documents must be completely filled in when submitted.

A satisfactory Bid Bond or Certified Check, in an amount equal to five percent (5%) of the base bid, shall be submitted with each bid. The Bid Bond shall be made payable to the East Hartford Housing Authority and shall be properly executed by the Bidder and acceptable sureties.

This project is federally assisted, therefore, bidders must comply with the following requirements; Section 3, Compliance HUD Act of 1968; Equal Employment Opportunity provisions of Executive Order 11246; Non Discrimination Provisions of Title VI of the Civil Rights Act of 1964; Labor Standards Provision of the Davis-Bacon Act and related acts and Contract Work Hours Standards Act; Prevailing Wage determinations as issued by the United States Department of Labor; and all applicable provisions under Title I of the Housing and Community Development provisions under Title I of the Housing and Community Development Act of 1974.

No bids shall be withdrawn for a period of sixty (60) days after the opening of bids, without the consent of the above Authority.

EAST HARTFORD HOUSING AUTHORITY

Name \_\_\_\_\_ Executive Director

**APPENDIX 3. SAMPLE IFB FOR SMALL PURCHASES**

**Invitation to Bid for (property/scope)**\_\_\_\_\_

Project: (general description)\_\_\_\_\_

Owner: East Hartford Housing Authority  
546 Burnside Avenue, East Hartford, CT 06108

Date: \_\_\_\_\_

**Invitation to Bid**

The East Hartford Housing Authority is requesting a total cost quote for all labor and materials for (scope)\_\_\_\_\_.

Viewing of the work can be coordinated with (name)\_\_\_\_\_, by calling 860-290-8301. The successful low bidder is expected to complete this work by (date) \_\_\_\_\_..

The scope of work is:

1. (List out all basic steps/requirements)\_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Your quote is to be addressed to the attention of (name)\_\_\_\_\_.

Selected Contractors are to supply a firm fixed price on the form attached. Please attach a copy of your Connecticut Business License.

The East Hartford Housing Authority is tax exempt. Upon completion of all work for contract services or for delivery of services or materials, an invoice in the total amount quoted and approved shall be submitted in the total amount due for payment.

Prepared by: (name)\_\_\_\_\_

Title\_\_\_\_\_ Date submitted for approval\_\_\_\_\_

Approval to proceed\_\_\_\_\_

Date\_\_\_\_\_

**APPENDIX 4. SAMPLE FORM OF ADDENDUM ( SEALED PUBLIC BIDS)**

Date/year

**PROJECT**

(Work project name)

(Name location), East Hartford for the  
East Hartford Housing Authority

**ADDENDUM #1**

1. Include in the base bid, the cost to replace (list specific items being added with make/model names, quantities, deadlines, etc.)
2. List item #2 if needed and any additional cost items or explanations needed to clarify bidding specifications, blueprints or any other contract documents.

Receipt of this Addendum shall be acknowledged on the Bid Form. This Addendum shall be made part of the Contract Documents.

Respectfully submitted,

Name of Architect

Title

Copy: All Prospective Bidders  
Asset Coordinator, EHHA  
File

**APPENDIX 5. SAMPLE FORM OF CONTRACT AWARD**

Date  
Name of addressee  
Name of Business  
Mailing address

**RE: Notice of Contract Award for the (name of work project) \_\_\_\_\_Project, (project location)\_\_\_\_\_, East Hartford, CT 06118  
Project #(contract number)**

(Name of addressee:

I am writing to inform you that your company has been awarded the contract for the (name of work project)\_\_\_\_\_ Project, East Hartford, Connecticut in the amount of \$\_\_\_\_\_. This amount represents your base bid. We have established the date and time for the formal contract execution for (date/time)\_\_\_\_\_ in the Authority’s main office. The Preconstruction Conference will be held directly after the contract signing and the Notice to Proceed will also be issued at that time.

In accordance with the requirements of the solicitation please bring with you our copies of your proposed construction progress schedule for us to review at this preconstruction meeting. In order for the contract to be executed, the following required documents must also be submitted on (date)\_\_\_\_\_:

- 1) An original and two copies of the Performance and Payment Bond as contained in the bid specifications.
- 2) An original and two copies of a Certificate of Insurance with the required coverages and naming the East Hartford Housing Authority as additionally insured. These are also required from any of your sub-contractors that you intend on using. Please provide us a complete list of subs with contact information provided.
- 3) A copy of your Connecticut State Contractor’s license. These are also required from your sub-contractors as well.
- 4) A list of any other subcontractors (not already mentioned) you plan to use on the project and their business addresses.

Please review the General Conditions of the Contract for Construction and the Special Conditions in order that any questions or clarifications may be resolved prior to formal contract execution.

**APPENDIX 5. SAMPLE FORM OF CONTRACT AWARD PAGE 2**

Please bring your Corporate Secretary and your corporate seal to the meeting in order that your corporate seal may be affixed to the documents and all certifications properly executed. If there are any questions regarding this notice of contract award, please contact (name of contact) at (860)290-8301.

Sincerely,

(Name of contracting officer)  
Executive Director

cc: (name), Asset Coordinator  
Name of Architect  
Project file



**APPENDIX 6. SAMPLE NOTICE TO UNSUCCESSFUL BIDDERS (SEALED PUBLIC BIDS)**

(Letterhead)

Re: (Project name)\_\_\_\_\_

- 1.Receipt of your bid is acknowledged in response to our invitation for bid referenced above.
- 2.The contract was awarded after competition by sealed bidding to the lowest responsive and responsible bidder. The total amount of the awarded contract was \$\_\_\_\_\_. The award was made to:

*(Insert Bidder Name)*

- 3.Enclosed is the bid bond your company submitted for the above-referenced solicitation.
- 4.The Housing Authority of the Town of East Hartford appreciates your time and effort in preparing and submitting your bid. We hope that your firm will participate in future solicitations.

\_\_\_\_\_

\_\_\_\_\_

Name  
Contracting Officer

Date

**APPENDIX 7. SAMPLE PROCEDURES FOR EVALUATION COMMITTEES  
(FOR AMOUNTS ABOVE THE FEDERAL SMALL PURCHASE THRESHOLD)**

**INTRODUCTION**

This document establishes the procedures for the evaluation review process and shall apply to the evaluation of all competitive proposals. The evaluation process must be impartial, consistent and fair. This process is not intended for construction contracts but only for Request For Proposal evaluations that go over the small purchase threshold.

**Establishment of an Evaluation Panel**

- A. A committee will be appointed by the Contracting Officer to evaluate technical proposals in accordance with a written evaluation plan. The Contracting Officer may serve as a panel member.
- B. A minimum of three persons (or a larger group having an odd number of designated voting members) must be selected.
- C. A designated chairperson shall be responsible for the deliberations of the committee and other duties as outlined below. The Contracting Officer may serve as Chairperson.
- D. Panel members who have a conflict of interest or relationship, financial or otherwise, or that may be construed as a conflict of interest, must disclose the existence of the conflict and, if necessary, excuse themselves from the panel.

**Establishment of a Written Plan**

Prior to the issuance of the RFP, a written plan for evaluating technical and cost proposals should be established. However, where practical, the evaluation criteria set forth in the RFP can serve as the written plan for the evaluation.

The evaluation criteria as set forth in the RFP shall be the basis for all evaluations. Factors not specified in the RFP shall not be considered.

**Conduct of Evaluation**

Prior to a formal meeting to discuss the proposals and evaluations, the Contracting Officer shall provide each evaluator with a copy of each qualified proposal, a rating sheet and a nondisclosure certificate, which must be executed by the panel member and returned to the Chairperson. The rating sheet will list each evaluation criterion and the weights assigned to it, as reflected in the RFP. The rating sheets should require the evaluator to assign both an adjectival rating for each evaluation criterion and a narrative justification to support the ratings given.

**APPENDIX 7. SAMPLE PROCEDURES FOR EVALUATION COMMITTEES  
(FOR AMOUNTS ABOVE THE FEDERAL SMALL PURCHASE THRESHOLD)**

Page 2

The evaluation committee will then meet to discuss the proposals. Initially the proposals should be compared on an individual basis, separately, against the requirements stated in the RFP, not analyzed in comparison with each other. During the evaluation, the committee members should only evaluate the content of the proposals; personal knowledge that is not based on the proposer's written submission, except for relevant past performance information, should not be part of the initial technical evaluation.

The evaluation committee members will perform the following functions: 1) review all of the proposals using as the standard the evaluation criteria as set forth in the RFP; 2) meet to discuss the evaluations, the ratings of each evaluator and the reasons for such ratings; and 3) complete the ratings sheet for each proposal submitted.

The chairperson is responsible for collecting the individual rating sheets from each committee member, preparing a summary rating sheet which reflects an overall adjectival rating for each rating criterion, and preparing a formal written report to the Contracting Officer regarding the evaluation committee meeting and discussions (such as the minutes from the evaluation committee meeting). This written report shall rank the proposers and shall describe how the scores were determined. The chairperson shall then forward the individual rating sheets, the summary rating sheet and the written narrative report to the Contracting Officer.

**Negotiations**

If necessary, negotiations will be conducted with all proposers in the competitive range. The extent of involvement of committee members in these negotiations will be determined by the Contracting Officer. These negotiations will be conducted in accordance with applicable agency policies/procedures.

**Disclosure of Information**

The evaluators shall not disclose any information included in any of the proposals (such as the names and number of proposers or rating scores) to anyone during the solicitation and evaluation period. Proposers submit proposals in confidence and expect their proposals and proprietary information contained therein to be protected from disclosure to other proposers or individuals. At the appropriate time, the Contracting Officer and/or his designee shall discuss information regarding the solicitation and award.

**APPENDIX 8. CERTIFICATION OF NONDISCLOSURE**  
**(FOR USE IN COMPETITIVE PROPOSALS METHOD OF PROCUREMENT)**

As a condition of serving as an evaluator of offers under \_\_\_\_\_ [*insert solicitation number or other identification, e.g., task order number*], I hereby certify that I will:

1. Use the information provided to me for the intended evaluation purposes only and will not disclose this information to any individual outside of the evaluation panel, including my supervisor or manager, without the express authorization of the evaluation panel chairperson or the Contracting Officer;
2. Not solicit or accept any information other than that provided to me by the evaluation panel chairperson or the Contracting Officer;
3. Report to the evaluation panel chairperson or the Contracting Officer any attempt by other parties to obtain from or provide to me any information described in this certification;
4. Honor any authorized restrictive legends placed on the information by prospective contractors or subcontractors or by the EHHA and apply them to any reproductions or abstracts I may make or order to be made; and,
5. Return all copies of the information whether originally provided to me by the EHHA or made or ordered by me in the course of my evaluation, and any abstract thereof, to the evaluation panel chairperson.

**I understand that my unauthorized release of information may result in the termination of my participation in this procurement and/or administrative, civil and criminal penalties. I also understand that this certification will be made part of the source selection record and the official contract file and does not relieve me of the responsibility for any other disclosure or certification required by law, regulation or other directive.**

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

1. Information includes but is not limited to the acquisition strategy, acquisition timeline, source selection criteria, evaluation plan, identity and number of offers, contents of offers, evaluation results and other documentation resulting from the evaluation process.

**APPENDIX 9. SAMPLE REFERENCE CHECKLIST FOR CONTRACTORS (FOR SEALED PUBLIC BIDS)**

EHHA Solicitation (Project Name/funding source): \_\_\_\_\_  
\_\_\_\_\_

Contractor Name and Address: \_\_\_\_\_

Name and phone number of reference \_\_\_\_\_

Name of person conducting this check \_\_\_\_\_ Date \_\_\_\_\_

1. A review of the GSA Excluded Parties websites dated \_\_\_\_\_ has been conducted and the contractor does/ does not appear as suspended, debarred or operating under a LDP. Print screen copy for file

**2. Reference Checks - questions.**

- a. What was the size and nature of the project this contractor performed?
- b. Did the contractor complete the work within the original contract time?
- c. Did the contractor have submittals in within the time specified?
- d. How many change orders were there on the project?
- e. How many change orders were proposed by the contractor?
- f. Was the pricing of the change orders from the contractor fair?
- g. Were there any labor complaints made against the contractor on the project?
- h. Were there any legal actions taken by or against the contractor on the project?
- i. Would you hire the contractor again?
- j. Do you know of any reason why it would not be in the best interests of the East Hartford Housing Authority to hire this contractor.

**APPENDIX 10. SAMPLE LEGAL SERVICES ENGAGEMENT LETTER ADDENDUM**

The United States Department of HUD urges inclusion of the following provisions into all legal services contracts executed and/or administered by EHHA, unless no federally provided funds will be used to administer the contract.

**ADDENDUM TO ENGAGEMENT AGREEMENT**

1. The Housing Authority of the Town of East Hartford (EHHA) and [name of legal service individual or firm] Legal Service Personnel (LSP) engaged to provide professional legal services to the EHHA in connection with [briefly and precisely describe the nature, scope and limits of the legal services to be provided by the LSP] agree that the provisions of this Addendum to the Engagement Agreement are hereby incorporated into EHHA and LSP’s engagement agreement as if they had been set forth at length therein. During the pendency of the legal services engagement, LSP shall not, without HUD approval, represent any officer or employee of EHHA, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to EHHA operations.
2. LSP has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by LSP cannot be inconsistent with the foregoing obligation. Specifically, LSP shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to EHHA records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be available to EHHA. HUD requires EHHA to provide HUD, GAO, or the officers and agents of HUD and GAO, with “full and free” access to all their books, documents, papers and records. See 24 CFR 85.42(e)(1).
3. EHHA and LSP shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to LSP’s engagement. Such records constitute “EHHA records” and are subject to section 3, above.
4. If HUD or EHHA determines that LSP is violating any provision of this Addendum to the Engagement Agreement, it shall timely notify LSP of such violation. LSP will have 48 hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If LSP fails to adequately cure the noticed violation within 48 hours: (A) HUD, in its discretion, may demand that EHHA terminate the professional legal services engagement for breach, or, henceforth, satisfy all costs associated with the engagement with non-Federal funds; and/or (B) EHHA, in its discretion, may terminate the professional legal services engagement for breach. Additionally, HUD may sanction LSP pursuant to **24 CFR Part 24**. Should any part, term, or provision of this Addendum to the Engagement Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

Date: [Enter date]

\_\_\_\_\_  
(name) LSP partner

\_\_\_\_\_  
(name) , Executive Director

## **APPENDIX 11. GUIDELINES FOR CONDUCTING COST ANALYSIS**

A cost or price analysis must be performed in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation. An independent estimate must be made before receiving bids or proposals.

- 1 When evaluating competitive proposals;
- 2 When there is a sole source (or non-competitive proposal);
- 3 When after soliciting bids, only one bid is received, the EHHA does not have sufficient data on costs to establish price reasonableness (such as prior purchases of similar nature), and the EHHA is considering making an award to the sole bidder;
- 4 When negotiating modifications to contracts that impact the price or estimated cost;
- 5 When terminating a contract and the contractor is entitled to payment of reasonable costs incurred as a result of termination; or
- 6 When awarding a cost-reimbursement contract.

The following lists the basic steps in conducting a cost analysis:

- A. Verify cost and price information, including:
  1. The necessity for, and reasonableness of, the proposed cost;
  2. Technical evaluation or appraisal of the proposed direct cost elements;
  3. Application of audited or pre-negotiated indirect cost rates, direct labor rates, etc.;
- B. Evaluate the effect of the offeror/contractor's current practices on future costs;
- C. Compare costs proposed by the offeror/contractor with the following:
  1. Actual costs previously incurred by the same firm;
  2. Previous cost estimates from the same firm or other firms for the same or similar items;
  3. The methodology to be used to perform the work (are the costs consistent with the technical approach being proposed?);
  4. The independent cost estimate (ICE).
- D. Verify that the offeror/contractor's cost proposal complies with the appropriate cost principles;
- E. Verify that costs are allowable, allocable, and reasonable.

The major categories of costs are:

**APPENDIX 11. GUIDELINES FOR CONDUCTING COST ANALYSIS – PAGE 2**

A. Direct Costs, which include:

- 1. Direct Labor (personnel)
- 2. Equipment
- 3. Supplies
- 4. Travel and Per Diem
- 5. Subcontractors
- 6. Other Direct Costs

<b>Cost Proposal</b>	<b>Cost Principle</b>
For-Profit or commercial organization	FAR Part 31
State or local governments	OMB Circular A-87
Private, non-profit organizations	OMB Circular A-122
Educational institutions	OMB Circular A-21

B. Indirect Costs, which includes:

- 1. Overhead
- 2. General and Administrative Expenses
- 3. Profit (or Fee)

In the process of analyzing costs, profit should be analyzed separately. In analyzing profit, consideration should be given to:

- A. Complexity of the work to be performed;
- B. Contractor’s risk in performing the contract;
- C. Contractor’s investment in the contracted effort;
- D. Amount of subcontracting;
- E. Contractor’s record of past performance; and
- F. Industry profit rates in the general area for similar work.

Remember: The objective is to establish overall cost reasonableness and not individual components.



**APPENDIX 12. SAMPLE NOTICE TO PROCEED**

NOTICE TO PROCEED

Contractors name. \_\_\_\_\_ Contract No. \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

(Street Address)

\_\_\_\_\_ Project No. \_\_\_\_\_

(City, State & Zip Code)

Project Location: \_\_\_\_\_, East Hartford, CT \_\_\_\_\_

To the President, Contractors Name:

Pursuant to the terms of your contract, dated \_\_\_\_\_, for the \_\_\_\_\_ Project, East Hartford, CT you are hereby notified to commence work there under at the start of the business on \_\_\_\_\_ date \_\_\_\_\_. The time for the completion set forth in the contract is \_\_\_\_\_ calendar days, including the starting day, which establishes \_\_\_\_\_ date \_\_\_\_\_ as the completion date.

Please note carefully and fulfill the requirements of the General Conditions relative to the submittal and approval of Worker’s Compensation and Manufacturers’ and Contractors’ Public Liability Insurance.

You are informed that \_\_\_\_\_ name of ED \_\_\_\_\_ has been appointed Contracting Officer and is duly authorized to administer your contract for, and in the name of, the East Hartford Housing Authority.

Under separate cover, there is being forwarded to you one executed set of contract documents, consisting of the Contract, Performance and Payment Bond(s), Specifications and Drawings. You are instructed to submit for our approval a breakdown of your contract price on the enclosed forms without delay. (HUD 51000)

Please acknowledge receipt of this Notice to Proceed by signing and dating, and return all copies promptly to this office.

Very Truly Yours,  
East Hartford Housing Authority

Accepted:

By: \_\_\_\_\_  
Name of ED

\_\_\_\_\_ Add name

Title: \_\_\_\_\_ President

Title: \_\_\_\_\_ Contracting Officer

**APPENDIX 13. SAMPLE CHANGE ORDER FORM/FORMAT**

Date

To: Contractor Name  
Contractor Address

Re: **Work Project Name**  
**Work project property location**  
**Address of property**

**CHANGE ORDER NO. 1**

In connection with the Contract dated \_\_\_\_\_, for **(description of work)** \_\_\_\_\_, for the East Hartford Housing Authority, East Hartford, Connecticut, the following changes are ordered in accordance with Section 9 of the General Conditions.

**Item #1** write description of work, changed items and costs. (use for deducts if applicable)

**Item #2** write description of work, changed items and costs. (use for deducts if applicable)

Subject to the conditions hereinafter set forth, an equitable adjustment on the contract price and time is as follows:

Original Contract Price	\$
Item #1, Add/Deduct	\$
Item #2, Add/Deduct	\$
<b>The revised contract amount is</b>	<b>\$ total</b>

**APPENDIX 13. SAMPLE CHANGE ORDER FORM/FORMAT - PAGE 2**

The contract time shall remain the same the Contract completion date is

\_\_\_\_\_

The conditions hereinafter referred to are as follows:

- A. The aforementioned change, and work affected thereby are subject to all contract stipulations 4 and covenants;
- B. The rights of the Local Authority are not prejudiced;
- C. All claims against the Local Authority which are incidental to or as consequence of the aforementioned change are satisfied.

Contractor: Contractor Name

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Architect: Architect's Name

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Owner: East Hartford Housing Authority

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX 14. SAMPLE FORM OF CONTRACT (SEALED PUBLIC BIDS)**

**FORM OF CONTRACT**  
**Write in scope and location of work**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in this the year two thousand \_\_\_\_\_ by \_\_\_\_\_ and between \_\_\_\_\_ write in contractors name \_\_\_\_\_ hereinafter called the Contractor, and the East Hartford Housing Authority hereinafter called the Owner.

WITNESSETH, that the Contractor and the LHA for the consideration stated herein mutually agree as follows.

ARTICLE 1. STATEMENT OF WORK: The contractor shall furnish all labor, material, services and equipment, and perform and complete all required work for:

**Write in statement/scope of work and location**

In strict accordance with the Request for Proposal Dated \_\_\_\_\_, titled \_\_\_\_\_ write in scope/location \_\_\_\_\_ is incorporated herein by reference and made part hereof.

ARTICLE 2, CONTRACT PRICE: The LHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the specifications, the sum of \$ write in dollar amount (\$0.00) Dollars

ARTICLE 3, COMPLETION DATE: The contractor shall complete the work within \_\_\_\_\_ calendar days from the execution of this agreement, as of the day and year first written above.

ARTICLE 4, CONTRACT DOCUMENTS: The Contract Documents shall consist of the following component parts.

1. Form of Contract
2. Request for Proposal Dated February 21, 2007 (including the following)
3. Wage Rates
4. Technical Specifications
5. Drawings
6. Add any other required documents

This instrument, together with the other documents enumerated in this Article 4, which said other documents are as fully a part of the contract as it hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this contract conflicts with any provision of any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in addends shall be construed in the order of preference of the component part of the contract which each modifies. IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three

**APPENDIX 14. SAMPLE FORM OF CONTRACT (SEALED PUBLIC BIDS) – PAGE 2**

original counterparts as to the day and year first written above.

ATTEST:

Name of Contractor

\_\_\_\_\_

By: \_\_\_\_\_  
name of signer

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

East Hartford Housing Authority

\_\_\_\_\_

By: \_\_\_\_\_  
Name of Executive Director

\_\_\_\_\_

Title: Contracting Officer

Date: \_\_\_\_\_

**CERTIFICATE OF CORPORATE PRINCIPAL**

I, contractor witness Certify that I am the write in position for the Company named as Contractor, that name of signer is the write in title of the Company, that I know his signature, and his signature is genuine, and that said contract was duly signed, sealed and attested to for and in behalf of said Company.

\_\_\_\_\_ (Corporate Seal)

**APPENDIX 15. SAMPLE FORM OF CONTRACT (SMALL PURCHASES)**

**Write in scope of work**

THIS AGREEMENT made this \_\_\_ day of \_\_\_ in the year Two Thousand and \_\_\_ By and between **write in contractors name and** the East Hartford Housing Authority, 546 Burnside Avenue, East Hartford Connecticut 06108.



Each women's business center provides assistance and/or training in finance, management, marketing, procurement and the internet, as well as addressing specialized topics such as home-based businesses corporate executive downsizing and welfare-to-work. All provide individual business counseling and access to the SBA's programs and services; a number of centers are also intermediaries for the SBA's MicroLoan and Loan Prequalification programs. Each WBC tailors its programs to the needs of its constituency; many offer programs and counseling in two or more languages.

•**Minority Business Development Centers (MBDC)**

The MBDC's provide business development services to aid in the creation, expansion and preservation of minority-owned businesses. It is MBDC's largest client services program and is structured to cover areas that contain approximately 80% of the country's minorities.

•**Native American Business Development Centers**

The Minority Business Development Agency established the Native American Program (NAP) to address the special problems of the Native American firms and individuals interested in entering, maintaining, or expanding their efforts in the competitive marketplace.

- To view a list of over 800 Trade Associations and similar organizations, visit the HUD OSDBU website at: [www.HUD.gov/offices/OSDBU](http://www.HUD.gov/offices/OSDBU)
- To locate local SBA District/Field offices, SBDC and other resources, visit SBA's website at: [www.SBA.gov/regions/states.html](http://www.SBA.gov/regions/states.html)
- To locate local MBDA regional offices, MBDCs and other resources, visit MBDA's website at: [www.MBDA.gov](http://www.MBDA.gov)
- The SBA, DOD, the Office of Management & Budget and GSA created an integrated database of small businesses called Central Contractor Registration (CCR). CCR can provide you with listings of small businesses that offer the products and services that you procure. Visit [www.ccr.gov](http://www.ccr.gov)
- To facilitate searches for small businesses in particular industries, refer to the North American Industry Classification System (NAICS). Visit the website at: <http://naics.com>
- To assist you in advertising your contracting opportunities, include your upcoming contracting requirements in MBDA's "Opportunity Database" called Phoenix. Phoenix matches MBE's with contracts and other business opportunities via e-mail at: [www.MBDA.gov](http://www.MBDA.gov)

**APPENDIX 17. PURCHASING AUTHORIZATION LIST**

Staff that is designated by the Contract officer to make Micro Purchases in total amount not to exceed \$2000 per purchase and may execute the purchase orders for these purchases:

Finance Director

Senior Manager of Planning and Modernization

Modernization Coordinator

Facilities Manager

IT Manager

Approved by Debra Bouchard, Contract Officer for the East Hartford Housing Authority

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Signature of Contract Officer

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Date