



Housing Authority of the City of Norwalk

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Norwalk, CT 06856-0508
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THE NORWALK HOUSING AUTHORITY (NHA) REQUEST FOR PROPOSAL (RFP) FOR UTILITY ALLOWANCE STUDY

KEY DATES

RFP RELEASE DATE: 04/27/2019
SUBMISSION DUE DATE AND TIME: 05/21/2019 at 2:00 p.m. EST.
SUBMISSION PLACE: Norwalk Housing Authority
24 ½ Monroe Street Norwalk, CT 06854

DIRECT INQUIRIES TO: Tom Hickey, Finance Director
thickey@norwalkha.org By 05/13/2019 no later than 4:00 p.m. EST. All answers and addendums to the solicitation will be posted on the NHA website: www.norwalkha.org under the Business tab, RFPs/RFQs

INTERVIEW (IF REQUIRED) Week of May 27, 2019

1. SUMMARY AND BACKGROUND

Norwalk Housing Authority (NHA) 24 ½ Monroe Street, Norwalk, CT 06854 is currently soliciting proposals from qualified, licensed and insured entities to provide the services outlined in the Scope of Work. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in their entirety. NHA will not discriminate against otherwise qualified persons because of disability in the admission, access to, treatment, or employment in its programs and activities. This policy is applicable to all programs and activities of NHA. Minority, Minority Women-Owned and Small Business Enterprises are encouraged to participate in this Solicitation Process. The purpose of this RFP is to solicit proposals from various candidate organizations; conduct a fair and extensive evaluation based on criteria listed herein and select the candidate who best represents the direction NHA wishes to go.

NHA is a public corporate body that provides affordable housing to approximately 2,400 low-income people in Norwalk. NHA owns and operates 995 units of housing; including 200 units as part of the State Moderate Rental Program and 44 State Congregate housing units. NHA administers 952 HUD Section 8 Housing Choice Vouchers RAP, tenant protection vouchers and VASH. NHA was established by the City of Norwalk under State of Connecticut enabling legislation on May 25, 1939. NHA is governed by a five-member Board of Commissioners appointed by the Mayor of Norwalk. NHA has approximately 98 full and part-time employees and a total operating budget of approximately \$24 million for Fiscal Year 2019.

2. QUALIFICATION TIMELINE

This RFP represents the requirements for an open and competitive process.
Proposals will be accepted until 2:00 p.m., 05/21/2019

Proposers responding to this RFP shall submit one (1) original proposal and two (2) copies.

Any proposals received after this date and time will not be accepted. All proposals must be signed by an official agent or representative of the company submitting the proposal. Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to review by NHA's General Counsel and will include scope, budget, schedule, and other necessary items pertaining to the contract.

3. RIGHTS RESERVED BY NHA

- NHA reserves the right to reject any and all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, to advertise for new proposals or proceed to accomplish this solicitation by any means determined to be in the best interest of the NHA. NHA will evaluate proposals to determine which best satisfies the needs of the NHA.

- NHA reserves the right to retain all qualifications submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving qualifications without the written consent from NHA.
- NHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP

4. SCOPE OF WORK

Housing Choice Voucher Utility Allowance Study

Conduct a Housing Choice Voucher Program Utility Allowance Study for NHA’s Housing Choice Voucher Program. Utility allowances will be determined using an engineering-based methodology, normal patterns of consumption, current utility rates and charges, and will be developed in accordance with 24 CFR Part 982.517, HUD Guidebook 7420.10G, and all applicable federal, state and local laws and regulations. Utility Allowances must be provided on the required Form HUD-52667. The utility study should consider oil, gas, water, sewer and electricity.

The proposer will establish utility allowances and energy efficient utility allowances for the following housing structure types:

- Detached single family
- Row housing and garden apartments
- High rise apartment elevator over 3 stories
- Duplex
- Townhouse
- Mobile home

Public Housing Utility Allowance Study

Conduct a Public Housing Utility Allowance Study for NHA’s housing units which utilize utility allowances which would approximate a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. Utility allowances will be determined using the statistical (historical) approach and will be made in accordance with 24 CFR Part 965, Subpart E, Resident Allowances for Utilities. The utility study should consider oil, natural gas, water, and electricity.

The proposer will establish utility allowance for the following housing developments:

Year Built	Name/Address	Subsidy Type	Total # of Units	# of 0 BR	# of 1 BR	# of 2 BR	# of 3 BR	# of 4 BR	# of 5 BR	Service Company & Tenant Responsibility
1953	Roodner Court 261 Ely Avenue 06854	Public Housing	218	0	22	79	78	26	13	EVERSOURCE. NHA pays gas. Tenant pays electricity.
1963	Senior Court 9 Union Avenue	Public Housing	60	20	40					EVERSOURCE. Tenant pays electricity.
1995	16 School Street 06851	State funded	34			22	12			EVERSOURCE. Tenant pays electricity & gas

NORWALK HOUSING AUTHORITY
RFP Utility Allowance Calculation

Year Built	Name/Address	Subsidy Type	Total # of Units	# of 0 BR	# of 1 BR	# of 2 BR	# of 3 BR	# of 4 BR	# of 5 BR	Service Company & Tenant Responsibility
1971	John Shostak 65 Ward Street	Public Housing	40		40					EVERSOURCE. Tenant pays electricity.
1967	Irving Freese 57 Ward Street	Public Housing	60		59	1				EVERSOURCE. Tenant pays electricity.
1970	Leroy Downs 26 Monroe	Public Housing	49	20	26	3				SNEW. Tenant pays electricity.
1960	Monterey Village 133 Monterey place	RAD	163		13	106	26	16		SNEW, EVERSOURCE. Tenant pays electricity & gas
1960	Meadow Gardens 49 Meadow Street	Public Housing	54				54			SNEW, EVERSOURCE. Tenant pays electricity & gas
1981	Seaview Apartments	Public Housing	34		11	23				TTD. Tenant pays electricity.
1981	49/51 Elmwood Avenue	Public Housing	4				4			SNEW. Tenant pays electricity.
1990	25 Chapel Street	Public Housing	29			18	11			EVERSOURCE. Tenant pays electricity & gas
1990	356 Main Avenue	Public Housing	25				25			EVERSOURCE. Tenant pays electricity & gas
1960	36 Fairfield Avenue	Public Housing	29	4	4	21				SNEW. Tenant pays electricity.
1976	King Kennedy Merritt & Chestnut Streets	Public Housing	31		2	3	18	8		SNEW. Tenant pays electricity. NHA bills w/rent
1978	Ludlow Village 1 Emerson Street 06855	Public Housing	30	22	8					TTD. Tenant pays electricity.
1951	Colonial Village Suncrest Rd/Scribner Ave/West Cedar	Project-Based Section 8	200			152	48			EVERSOURCE. Tenant pays electricity & gas.
2018	Soundview Landing 13 Day Street and 20 Day Street	Mix	82		24	42	12	4		EVERSOURCE. Tenant pays electricity.

Collection of Data and Analysis

Due to privacy issues, the Agency will assist in the requisition of adequate historical data from the local utility companies for Tenant-Paid Utilities for each dwelling unit category and unit size by development. If the utility company requires signed resident releases (with or without account numbers) the Agency will gather these resident releases and provide a copy to the appropriate utility companies along with a specific request for historical data, on agency letterhead. The study should use a U.S. Department of Housing and Urban Development (HUD) acceptable statistical model and methodology.

Recommended sources of data shall be, but not limited to:

1. Consumption information from NHA, residents, and/or utility suppliers
2. Energy Audits
3. Physical inspections of representative units
4. Building plans and modernization documentation
5. Interviews of residents to obtain insight into energy use
6. Interviews of maintenance personnel and project managers to gain understanding of housing facilities used by residents

This study should be conducted with NHA staff and resident participation

The time frame for completing the above services will be 60 days from the date of contract execution.

5. ELIGIBILITY TO SUBMIT PROPOSAL

In order to be considered eligible to submit a proposal, each organization, individual, or firm must submit written evidence with its proposal demonstrating that it fulfills the following eligibility criteria:

The proposer has a minimum of four (4) years' experience working for or contracting with a housing authority and/or related housing or government agencies. Must have experience in conducting utilities studies, needs assessments, regulation compliance, tenant services, the Capital Fund Program, and/or other public housing programs.

A minimum of three references with telephone numbers of housing agencies where work has been performed and/or agency staff participating in training sessions.

6. DEBARRED/SUSPENDED VENDORS

An entity or affiliate who has been placed on the Department of Housing and Urban Development debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and may not transact business with any public entity. Any Responder who submits a response that includes such an entity or affiliate shall be deemed non-responsible and the response will not be considered.

All proposer must submit a certification statement that the proposer is not debarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency. See (ATTACHMENT – A).

7. REQUIRED INSURANCE COVERAGE

The following are the types and amounts of insurance coverage that must be maintained by the Consultant during the term of this Contract. The Consultant must provide acceptable evidence of such coverage prior to beginning work under this Contract.

1. Commercial General Liability Insurance. A policy of Commercial General Liability insurance including bodily injury, property damage, and products/completed operations, written on an occurrence form, with the following minimum coverage:
 - \$1,000,000 each occurrence, and
 - \$2,000,000 aggregateCoverage shall extend to cover the use of all equipment on the site or sites of the work of this Contract.
2. Commercial Automobile Liability Insurance. A policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased or hired vehicle, with the following minimum coverage:
 - \$1,000,000 combined single limit coverage
3. Professional Liability Insurance. A policy of Errors and Omissions Liability Insurance appropriate to the Consultant's profession. Coverage should be for a professional error, act, or omission arising out of the scope of services shown in the Contract, with the following minimum coverage:
 - \$1,000,000 per Claim/Aggregate

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

5. Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Connecticut, the Consultant shall secure its liability for industrial injury to its employees in accordance with the statutory requirements. Required Limits Employers' Liability:
 - Bodily Injury by Accident: \$1,000,000
 - Bodily Injury by Disease: \$1,000,000

- Bodily Injury by Each Employee: \$1,000,000

Additional Insured Endorsement: The Norwalk Housing Authority must be named as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the Consultant.

Proof of Insurance and Insurance Expiration:

1. The Consultant shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf

2. The Consultant shall include all subcontractors at any tier as insured (except for Professional Liability insurance) and ensure that the Consultant's coverage of subcontractors under the Consultant's policies is not excluded by any policy provision or endorsement. Alternatively, the Consultant shall:

Obtain from each subcontractor not insured under the Consultant's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and

Maintain such evidence on file for a period of one year after the completion of this Contract and, upon request, submit such evidence to NHA for examination.

3. The Consultant's insurance shall not be reduced or canceled without thirty (30) days prior written notice to NHA. The Consultant shall not permit any required insurance coverage to expire during the term of this Contract.

4. NHA reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.

8. FACTORS FOR AWARD OF CONTRACT

In addition to eligibility criteria and requirements addressed in 24 CFR Part 965, Subpart E, Resident Allowances for Utilities, the following criteria is relative to the RFP and the proposer should address these factors as they will be considered when determining the contract award.

Qualification:	Weighting (Max Points)
Experience in working with Public Housing Authority Programs, HUD programs, and/or other government or private entities. Responsiveness to the RFP's Scope of Services.	25
Qualifications and relevant experience of personnel conducting utility allowance studies to be assigned to this project.	25

Description of organization’s staff and experience in HUD programs, and previous Agency technical assistance, Agency energy surveys, and physical and management needs assessment projects	10
Proposers must carry the following insurance policies: required workmen’s compensation, general liability and professional liability of no less than \$1 million and non-owners auto insurance.	5
Proposer shall describe a detail schedule of activities to be performed. Availability to provide services within the required schedule	10
Total cost of services to be provided shall be described.	25
Total Possible Points	100

NHA shall award contract to a responsive and responsible proposer whose proposal is most advantageous to NHA, taking into consideration the evaluation factors set forth in this RFP and whose proposal best meet the terms and conditions of the RFP requirements and is deemed to be in the NHA’s best interest to include but not limited to: Responsiveness, Ability to meet the specifications, references, demonstrated experience of similar work performance, minority/women owned business enterprise status and price.

Moreover, award will be made based on experience and reputation; capacity to provide services needed; demonstrate ability to provide services needed, and familiarity with Public Housing Authority’s requirements.

The Authority reserves the right to award contracts based solely on the proposals or to negotiate further with one or more contractors. The contractors selected will be chosen based on the greatest benefit to the Authority, not necessarily based on the lowest price. The contractor agrees, if successful, to execute a contract within 10 days after Notice of Award, no contract may be assigned, either in whole or in part, without the prior approval of NHA.

The Authority may request additional information or clarification from proposers during the evaluation process. NHA reserves the right to reject any and all proposals in whole or in part; to make partial awards, or lump sum, whichever may be most advantageous to NHA; at NHA’s sole discretion.

A committee consisting of NHA staff will evaluate the proposals that are received. All proposals will be evaluated on eligibility criteria and factors for awards previously stated above. The Housing Authority reserves the right to reject any or all proposals, to waive any informality in proposals and unless otherwise specified by NHA or proposer to accept any items in the proposal.

9. PROPOSAL INSTRUCTIONS

Proposals should be prepared simply and economically providing a straight-forward, concise description of the services specifications to meet the requirements of the RFP.

Proposals shall be written in ink or typewritten on the contractor's proposal forms or company letterhead. The proposal will include the legal name of the contractor and be signed by a person legally authorized to represent the company. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

Once the proposal is submitted (after the deadline), it may not be modified, withdrawn or canceled for a period of ninety (90) days.

A listing of all subcontractors (if any) will be attached to the proposal.

All costs must be itemized to include an explanation of all fees and costs.

The proposal submittal shall be submitted in the following manner. Failure to submit the proposal in the manner specified may result in a premature opening of, post opening of, or failure to open and consider that qualification, and may, at the discretion of NHA, eliminate that proposer from consideration for award. Sealed envelope containing proposal must be identified as follows:

Norwalk Housing Authority
24 ½ Monroe Street
Norwalk, CT 06854
Attn: Guillermo Bendana
RFP Utility Allowance Study

Upon receipt of each proposal, NHA will mark it to show the exact time and date of receipt. All proposals received will become the property of the NHA and will not be returned to the proposer.

In the event there are changes or clarifications to this RFP, NHA will issue an addendum and post it in the NHA's website at www.norwalkha.org.

10. CONTRACTOR REPRESENTATIONS

The contractor, by submitting a proposal, represents that:

- The cost of preparing a response to this RFP will not be reimbursed by the NHA.
- It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by NHA, including the RFP document and any addenda and require attachments submitted by the proposer.
- It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the Finance Director.
- Proposers must not make inquiry or communicate with any other NHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for NHA to not consider a

qualification submittal received from any proposer who has not abided by this directive.

- He/she read and understands the scope of service and specifications.
- The proposal is based on the attached scope of service and specifications.
- Submission of a proposal indicates acceptance by the firm of the conditions, requirements, and specifications contained in this RFP.
- By accessing a hard copy or electronic version of the RFP, each prospective proposer that does so is thereby agreeing to confirm all notices that NHA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.
- Terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to review by NHA's General Counsel and will include scope, budget, schedule, and other necessary items pertaining to the contract.
- All assessment materials and manuals and/or software necessary for the executive of this contract will be developed by the contractor.
- HUD Forms: HUD 7460.8c05 table 5.1 Required Clauses for Small Purchases Rev 2.8.13 doc

11. BILLING/PAYMENT

In accordance with the policy of NHA, a Purchase Order (PO) number will be issued by NHA to the contractor for the services to be provided. The Contractor is to submit invoice/s referring the PO number for the services provided. NHA will authorize and process for payment within thirty (30) days of receipt of the invoice.

12. TAXES

All Contractors doing business with NHA are hereby made aware that NHA is exempt from paying Connecticut State Sales and Use Taxes. A letter of Tax Exemption will be provided upon request.

13. ATTACHMENTS

Please complete and return with your proposal attachment A, B and C.

(ATTACHMENT – A)

SUSPENSION AND DEBARMENT COMPLIANCE

_____ certifies that neither it, nor any person or firm which has an interest in the above-named firm are debarred, suspended or ineligible from involvement by any Federal, State or Local Government.

Signature

Name & Title

Date

(ATTACHMENT – B)

NON-COLLUSIVE AFFIDAVIT

State of:

County of:

_____ who is a _____ of the firm of _____, being first duly sworn, on their oath, says that the bid herewith submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and further states that the said bidder has or was not directly or indirectly induced or solicited by any bidder on the above work or supplies to put in a sham bid, or any person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure themselves an advantage over any other bidder or bidders, or to secure any advantage against the Norwalk Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Bidder
(if individual)

Partner
(if partnership)

Officer
(if corporation)

Subscribed and sworn to before me

This _____ day of _____, 20_____

_____, residing at, _____
Notary Public in and for the State of:

My commission expires _____, 20_____

(ATTACHMENT – C)

**TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN
CONSTRUCTION**

_____ certifies acceptance of Attachment – C,
Table 5.1 Mandatory contract clauses for small purchases other than
construction.

Signature

Name & Title

Date

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to 24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

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

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

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

Procurement of Recovered Materials

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

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

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.