



REQUEST FOR PROPOSAL  
PUBLIC HOUSING SOFTWARE CONVERSION  
RFP NO. P23002

Housing Authority of the City of Danbury  
Danbury, Connecticut 06811

Issue Date: July 14, 2023

Question Deadline: July 28, 2023 by 2:00pm (EST)

Proposals Due: August 14, 2023 by 11:00am (EST)

An Affirmative Action/Equal Opportunity Employer  
Minority/Women Business Enterprise are encouraged to apply





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**I. INTRODUCTION**

Housing Authority of The City of Danbury (HACD) and its affiliates, DHA Housing Corporation (DHA), and HACD CORP. (hereinafter “Agency”), issues this Request for Proposal (RFP) for qualified and experienced firms who have a demonstrated track record providing affordable housing and accounting management software in accordance with applicable Federal, State, and local laws and regulations As herein described, the Agency invites proposals to satisfy the requirements set forth in this RFP.

**II. BACKGROUND**

Housing Authority of the City of Danbury (HACD)

HACD is located at 2 Mill Ridge Road, Danbury CT, 06811, was established in 1948 under the Connecticut General Statutes to provide decent, safe and sanitary housing to low-income and moderate-income families. HACD is governed by a five-member Board of Commissioners appointed by the Mayor of the City of Danbury Connecticut. HACD’s day-to-day operations are directed by the Executive Director. HACD operates in Fairfield County, and administers approximately 2300 low- and moderate-income apartment units under a variety of federal, state and local assisted housing programs which support a wide mix of single, family, disabled and special needs households. HACD is primarily funded through the United States Department of Housing and Urban Development. With approximately 45 employees, HACD administers its programs from an operational budget of approximately \$19 million per year and a total budget of approximately \$21 million per year.

**AFFILIATES**

DHA Housing Corporation (DHA)

DHA Housing Corporation is a non-profit Corporation organized to provide elderly rental housing. The Corporation operates Ives Manor, a 98-unit apartment complex in Danbury, Connecticut under Section 236 of the National Housing Act. The operations of the Corporation are regulated under the terms of a regulatory agreement dated July 16, 1975, with Connecticut Housing Finance Authority (CHFA).

The Project receives Section 8 Housing Assistance Payment Agreements with the U.S. Department for Housing and Urban Development (HUD) and a significant portion of the Corporation’s rental income is received from HUD.



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HACD CORP

HACD CORP was organized as a not-for-profit Corporation to provide housing for low and moderate-income families and individuals. The Corporation served as a developer for Fairfield Ridge Housing Associates, L.P. which operates 58 units under the federal low-income housing tax credit program as described in Internal Revenue Code Section 42, provides management for the operations of Fairfield Ridge/Mill Ridge, a 30-unit State Section 8 low-income rental project in the greater Danbury, Connecticut area.

**III. THE AUTHORITY'S MISSION**

The Agency's mission, in support of the City of Danbury, is to provide safe, affordable and decent housing within the City of Danbury.

**IV. GENERAL CONDITIONS**

**A. RESERVATION OF RIGHTS**

1. The Agency reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
2. The Agency reserves the right not to award a contract pursuant to this RFP.
3. The Agency reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful Proposer(s).
4. The Agency reserves the right to determine the days, hours and locations that the successful Proposer(s) shall provide the services called for in this RFP.
5. The Agency reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the contracting officer.
6. The Agency reserves the right to negotiate the fees proposed by the Proposer entity.
7. The Agency reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
8. The Agency shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFP.
9. The Agency reserves the right to award multiple awards to accomplish redevelopment goals.



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**V. SCOPE OF WORK**

HACD has identified the minimum functional necessities, which should be reflected and demonstrated in the proposal. The areas listed are functions that are intrinsic to our everyday business operations.

**A. GENERAL SPECIFICATIONS**

The software must support the business needs of the entire Agency and provide clear concise data to support decision making and must offer:

1. Compliance with Federal and State privacy protection regulations and provides access to account self-service for applicants, tenants, and employees.
2. Electronic document imaging management system.
3. Reporting capable of supporting customized reports and letters with integrated database fields, filtering, barcodes, and tracking.
4. ALL U.S. Department of Housing and Urban Development reporting requirements.
5. ALL State of Connecticut Department of Housing reporting requirements.
6. Federal and State tax reporting.
7. Customization capability within reason.
8. Secure software with cyber protection and redundant back-ups to avoid and failure points.

**B. FINANCIAL APPLICATIONS**

**1. *General Ledger***

- a. Interface from AP & AR
- b. Consolidations – grouping by selected programs
- c. Elimination Companies
- d. Journal Entry approval process
- e. Period 13 Capability
- f. JE numbering by program
- g. Ability to upload JE's and accrual payables
- h. Automatically create interfund balancing entries within multiple project journal entries
- i. Chart of accounts (customizable) – added segments (e.g. xx-xxx-xxxx-xxxx-xxx)



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- j. Revolving fund management – interest/overnight sweep posted to correct account
- k. Ability to close programs/projects/capital funds – Flexible reporting
- l. Recurring journal entries – ability to upload
- m. Standard journal entries – ability to upload

**2. *Accounts Receivable***

- a. Aging – historical as of certain dates
- b. ACH transaction processing
- c. Lockbox – third party integration/interface
- d. Approval routing – adjustments and write-offs
- e. Subsidiarily ledgers

**3. *Escrow Accounts***

- a. Security Deposits
- b. FSS
- c. Customizable (e.g. EPC escrow, CFP retention escrows)
- d. For each type Segregate by tenant/vendor
- e. Post interest by tenant/vendor
  - i. Upon release of escrow
  - ii. Annual posting

**4. *Accounts Payable***

- a. Aging – as of certain dates, to be able to recreate – by invoice date, due date, invoice entry date, invoice received date
- b. G/L coding preferably at the Procurement level
  - i. A/P option to revise
  - ii. Set up default coding
- c. Allocations – Unit, headcount, relative cost, workorders
- d. Invoice imaging
- e. Approval routing
- f. Matching to Purchase Orders (automatic)
  - i. 3-way match
  - ii. 2-way match
- g. Payment preview register with GL account information
- h. Payables batching



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- i. Discounts report: taken, available, missed
- j. Accrual processing/posting – able to upload with excel
- k. Recurring invoice setup
- l. Utility transaction posting (i.e. dollars & usage)

**5. *Budget Management (Excel & PDF)***

- a. Three-year historical data (system loaded)
- b. Multiple scenarios capability
- c. Escalate by percentages (i.e. inflation factors or COLA)
- d. Report by program, group and consolidated
- e. Ability to budget balance sheet in addition to Income Statement accounts
- f. Ability to budget cash flow
- g. Budget elimination entries
- h. Ability to prepare financial forecasts for a rolling year
- i. Ability to forecast cash for a rolling year

**6. *Grant Management***

- a. Run financial reports on calendar year and grant fiscal year(s)
- b. Grant reporting: period, amount, spending/draw down
  - i. Cost – Cost based grants
  - ii. Revenue based grants

**7. *Capital Fund Management***

- a. Obligated amounts
- b. Remaining grant amounts
- c. Same as grant management

**8. *Financial Data Schedule Processing***

- a. Ability to integrate with HUD software
- b. PHAS scoring tool – programmable or adjustable
- c. Calculate Net Investment in Capital Assets
- d. Statistical data
  - i. Unit Months,
  - ii. Unit Months Leased
  - iii. Excess Cash





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**9. *Voucher Management System Processing***

- a. Customizable reports: doc date, period date,
- b. Accounting accrual vs. VMS reporting accruals reconciliation
- c. Statistical data – Unit Months, Unit Months Leased

**10. *Fixed Assets***

- a. Master fixed asset register
- b. Ability to allocate assets and depreciation to different programs
- c. Subsidiary fixed asset register by program(s)
- d. Calculate depreciation and post depreciation to general ledger
- e. Ability to transfer cost of assets and depreciation (e.g. vehicle transfers)
- f. Ability to write-off obsolete assets along with accumulated depreciation
- g. Ability to write-off of assets sold along with accumulated depreciation

**11. *1099's***

- a. Produce forms 1099
- b. Produce form 1096 transmittal
- c. IRS filings
- d. E-Mail capability
- e. IRS taxpayer identification number (TIN) matching
- f. Corrected 1096 and 1099 processing and filings

**12. *Accounting Reports***

- a. Crystal reporting capabilities
- b. Consolidated financial reports (Excel & PDF)
- c. Summarized line-item financial reports (e.g. Total Rent Revenue, Section 8 Revenue, Other Revenue, G&A Expenses, Operating Expenses, Utilities, HAP, Other Expenses, etc.)
- d. Interfund/Inter-program reconciliations
- e. Cash transfer reconciliation
- f. Customizable reports
- g. Budget vs Actual – ability to change the period comparisons (i.e. by month, quarter, year)
- h. Actual vs Actual – ability to change the period comparisons (i.e. by month, quarter, year)



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- i. Budget vs Budget – ability to change the period comparisons (i.e. by month, quarter, year)
- j. Dashboards
  - i. Ability to chart and graph (line graphs, pie charts, etc.)

**13. *Treasury Management***

- a. Daily cash balances
- b. Revolving Fund
- c. Investment Reporting
- d. Bank Reconciliations
  - i. Group payment by payment number and date
  - ii. Group cash receipts by document number and date
  - iii. Ability to reconcile revolving fund(s)
- e. Post interest earned on security deposits by tenant
- f. Post revolving fund/overnight investment interest
- g. Interface with third party banks
- h. Cash flow forecasting

**14. *Rental Assistance Demonstration (RAD)***

**15. *Low Income Housing Tax Credit (LIHTC)***

- a. Compliance with Internal Revenue Code Section 42
  - i. Soft cost tracking
  - ii. Hard cost tracking
  - iii. Tenant eligibility reporting

**16. *Inventory System***

- a. Costing - FIFO, LIFO Average weighted cost per SKU – Entity-wide
- b. Transfer between warehouses/programs at average weighted cost
- c. Just in Time (JIT) reorder points
- d. Ability to consolidate SKU's for fungible items
- e. Approval hierarchy levels for adjustments and write-offs
- f. Ability to write-down SKU values due to obsolescence
- g. Ability to produce documents and reports for physical inventory counts
  - i. Inventory list by location
  - ii. Inventory list by SKU



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- iii. Inventory list by value (total and/or unit)
- iv. Actual count vs calculated count (by quantity & in dollars)
- h. Ability to produce documents and reports for cycle-counts
  - i. Inventory list by location
  - ii. Inventory list by SKU
  - iii. Inventory list by value (total and/or unit)
  - iv. Actual count vs calculated count (by quantity & in dollars)

**17. *Paperless Procurement System***

- a. Paperless requisition with hierarchical approval
- b. Paperless purchase orders with option for electronic transmission to vendor
- c. Document imaging for Packing Slips, BOL, Invoices, etc.
- d. Invoice matching (procure to pay-also see A/P)

**18. *Payroll***

- a. Interface with ADP Workforce Now

**19. *Contracts Management***

- a. Ability to tie one or more awarded contracts to a single vendor with not to exceed amounts
- b. Ability to systematically draw from that contract amount for goods or services
- c. Document imaging availability
- d. Reports to analyze contract expirations as well as monitoring contract spend.

**C. HOUSING APPLICATIONS**

1. Tenant/Landlord Portal with online payment, electronic communications and electronic paperless recertification options
2. Wait List Management: Lottery capability, online applications
3. Low Income Public Housing Tenant and Property Management/Processing
4. Market Rate Tenant and Property Management/Processing Low Income Housing Tax Credit
5. Housing Choice Voucher Tenant and Property Management/Processing Landlord Portal Portability
6. Rent Reasonableness



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7. Family Self Sufficiency Program Management
8. Work Order system with Mobile App tied to inventory consumption
9. Utility Tracking
10. 50058/50059
11. PIC file generation and submission to HUD Secure Systems
12. Legal and Collections Management
13. SEMAP reports
14. UPCS Inspections Management with mobile application
15. HQS Inspections with mobile application
16. End-User Reporting
17. Letter Generation
18. Analytic Tools/Applications
19. Tenant and participant demographic reports
20. Tenant and landlord portal
21. Online payment that applies payment to the correct tenant account
22. Online recertifications
23. Document imaging
24. TRACS processing

**D. EXECUTIVE OFFICE APPLICATIONS**

1. Deliver a comprehensive Executive Dashboard reporting on multiple performance area metrics in real time. i.e.- tie the minimal functional necessities to a reporting dashboard that covers daily, weekly, monthly, quarterly, and annual performance.
2. Flag deficiency areas for immediate review/follow-up – i.e.-recertification statuses, a/p > 30 days, work orders past due intervals 1, 3, 5, 10 etc., voucher inspections, etc.
3. Ability to run financials both independently and in a consolidated format.
4. Budget vs. actuals comparisons with a variable variance entry highlighting areas exceeding that threshold.



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**VI. PROPOSAL FORMAT**

A written proposal shall be submitted in accordance with the following:

**A. PROPOSAL SUBMITTAL**

In submitting a response, the Proposer acknowledges that the Agency shall not compensate the Proposer for any submission or contract negotiation costs, including costs of preparation, appearances for interviews, and/or travel expenses. It is essential that the Proposer selected have the necessary knowledge, skills and experience to implement all aspects of the work. All work is to be performed with the highest degree of professional standards, in compliance with all applicable laws, regulations, procedures, criteria and requirements; to include all applicable Federal, State, and local laws and regulations. Please be sure to submit proposals in the following order with the tab number clearly indicated.

**1. Profile of Firm Form (Tab 1):**

The Profile of Firm Form is attached hereto as *Attachment A* to this RFP document and shall be fully completed, executed, and submitted as a part of the proposal submittal.

**2. HUD Forms (Tab 2):**

**Form HUD-5369-B, *Instructions to Offerors Non-Construction***

**Form HUD-5369-C, *Certifications and Representation of Offerors Non-Construction Contract***

**Form HUD-5370-C, *General Conditions for Non-Construction Contracts***

These forms are attached hereto as *Attachment B* to this RFP document and shall be fully completed and executed where provided thereon and submitted as a part of the proposal submittal.

**3. Section 3 Compliance (Tab 3):**

This form is attached hereto as *Attachment C* to this RFP and shall be fully completed and executed where provided thereon and submitted as part of the proposal submittal.

**4. Services/Experience (Tab 4):**

The Proposer shall set forth its proposed services and prior experience which at a minimum shall set forth in detail documentation showing;



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- a. Demonstrated understanding of the Agency required scope of service.
- b. Demonstrated experience in performing similar work and the proposer's demonstrated successful past performance of contract work substantially like that required by this RFP.
- c. Technical approach and the proposed work plan, including methodology of fact finding and planning, to provide the required scope of services.
- d. Technical capabilities (in terms of personnel, equipment and materials) and management plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
- e. Proposer's program for retention, screening, training, and monitoring of its personnel.
- f. A description of the products and services the firm provides.

5. **Proposal Fees (Tab 5):**

This form is attached hereto as *Attachment D* to this RFP document and shall be fully completed and executed where provided thereon. Please note, costs for travel will not be reimbursed. Additionally, there shall be no sales or use tax charged to the Agency.

6. **Managerial Capacity/Financial Viability (Tab 6):**

The proposer shall submit a concise description of its managerial and financial capacity to deliver the proposed services.

7. **Client information (Tab 7):**

The proposer shall submit a list of former or current clients, including any public housing authorities, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:

- a. The client's name;
- b. The client's contact name;
- c. The client's telephone number and email address;
- d. A brief narrative description and scope of the service(s) and the dates the services were provided.

8. **Equal Employment Opportunity (Tab 8):**

The proposer must submit a copy of its Equal Opportunity Employment Policy.



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**9. Other Information (Tab 9):**

The proposer may include any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.

**VII. PROPOSAL SUBMISSION**

**A. SUBMISSION DEADLINE**

Proposals must be received by the Agency on or before August 14, 2023 at 11:00am (EST). Faxed proposals will not be considered.

**B. PLACE OF SUBMISSION**

One (1) **UNBOUND** original and five (5) copies of the complete proposal package must be submitted in an envelope sealed and clearly labeled:

Housing Authority of the City of Danbury  
Attention: Devin Marra, Director of Financial Operations & Technology  
2 Mill Ridge Road  
Danbury, CT 06811

The package exterior must clearly denote the above noted RFP No. P23002 and must have the Proposer's name and return address. Proposals received after the published deadline will not be accepted.

**OR**

Submit the bid electronically after registering at:

[https://ha.internationaleprocurement.com/requests.html?company\\_id=49968](https://ha.internationaleprocurement.com/requests.html?company_id=49968)

**C. DEADLINE FOR WRITTEN QUESTIONS**

Proposers may submit questions in writing to the Housing Authority, 2 Mill Ridge Road, Danbury Connecticut 06811, Attn: Ms. Devin Marra or e-mail: [dmarra@hacdct.org](mailto:dmarra@hacdct.org). Such written questions must be received by the Agency no later than 2:00 p.m. (EST) on July 28 2023.

In order to maintain a fair and impartial competitive process, the Agency can answer questions only in response to written questions received within the specified time frame.



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The Agency must avoid private communication with the prospective Proposers during the evaluation period. The written questions will be the only opportunity for Proposers to ask questions as to form and content. **Please respect this policy and do not attempt to query the Agency personnel or members of its Board of Commissioners regarding this RFP except through written questions submitted in the manner and within the time frame indicated above.**

**VIII. EVALUATION**

**A. EVALUATION METHOD**

1. Only those submittals received by the specified date and time will be considered. Any submittal received after the specified date and time will be returned unopened.
2. The submittals will be reviewed and rated based on the evaluation criteria listed in this document and the top-rated firms will be selected for an interview and live demonstration of software. Scores from the submittal and the interview will be utilized in making the final selection.
3. The Agency shall begin negotiations on price and contract with the highest ranked firm. Should negotiations fail between the Agency and the highest ranked firm; negotiations will cease with the top ranked firm and begin with the second ranked firm and so on until a contract is awarded.
4. The Agency reserves the right to accept or reject in part or reject all proposals and to re-solicit new proposals. The Agency may reject any proposals that are incomplete or non-responsive.

**B. EVALUATION CRITERIA**

MAX POINTS	EVALUATION CRITERIA
30	Demonstrated Experience
20	Understanding of Scope of Services
20	Proposal Fee
5	Overall Quality and Professional Appearance of Proposal
<b>75</b>	<b>SUB TOTAL</b>
25	Demonstration/Interview
<b>100</b>	<b>TOTAL MAX POINTS</b>





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**C. NOTICE OF RESULTS OF EVALUATION**

If an award is made pursuant to this RFP, all proposers will receive a Notice of Results of Evaluation, informing proposers:

**IX. WITHDRAWAL/MISTAKES**

- A. Proposals may **NOT** be withdrawn for ninety (90) days from the submission deadline date.
- B. If a mistake in a proposal is suspected or alleged; the proposal may be corrected or withdrawn during any negotiations that are held. If negotiations are not held, or if best and final offers have been received, the Proposer may be permitted to correct a mistake in the proposal and the intended correct offer may be considered based on the conditions that follow:
  - 1. The mistake and the intended correct offer are clearly evident on the face of the proposal.
  - 2. The proposer submits written evidence which clearly and convincingly demonstrates both the existing offer, and such correction would not be contrary to the fair and equal treatment of other proposers.
- C. Mistakes after award shall not be corrected unless the Executive Director makes a determination that it would be disadvantageous to the Agency not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by Executive Director.

**X. CONFLICT OF INTEREST**

The proposer warrants that to the best of his/her knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Proposer's organizational, financial, contractual or other interests are such that:

- A. Award of the contract may result in an unfair competitive advantage.



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- B. The proposer's objectivity in performing the contract work may be impaired. In the event the proposer has an organizational conflict of interest as defined herein, the proposer shall disclose such conflict of interest fully in the proposal submission.
- C. The proposer agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Executive Director which shall include a description of the action which the proposer has taken or intends to take to eliminate or neutralize the conflict. The Agency may, however, terminate the contract if it is in its best interest.
- D. In the event the proposer was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Executive Director, the Agency may terminate the contract for default.
- E. The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the proposer. The proposer shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- F. No member of or delegate to the U.S. Congress or Agency Board of Commissioners shall be allowed to share any or part of this contract or to derive any benefit to arise therefrom. This provision shall be construed to extend to this contract if made with a corporation for its general benefit.
- G. No member, officer, or employee of the Agency, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the Agency was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.
- H. The Agency reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision



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**XI. CONTRACT AWARD**

**A. PROCEDURE**

By completing, executing and submitting all requested documentation, the proposer agrees to abide by all terms and conditions pertaining to this RFP. The Agency has no responsibility to conduct any negotiations pertaining to published requirements after the submittal deadline.

**B. CONDITIONS**

**1. Contract Form**

The successful proposer shall execute this form attached hereto as sample *Attachment E* to this RFP and shall be fully completed and executed upon award.

**2. Assignment of Personnel**

The Agency retains the right to demand that the successful proposer change personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work

**3. Unauthorized Sub-Contracting Prohibited**

The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the contracting officer. Any purported assignment of interest or delegation of duty, without the prior written consent of the contracting officer shall be void and may result in the cancellation of the contract with the Agency or may result in the full or partial invoice for payment not being honored.

**C. CONTRACT TERM**

The term of the contract awarded pursuant to the RFP shall be for a term of five (5) years, with the Agency unilateral option to extend for five (5) additional one-year periods, for a total maximum contract term of 10 years with HUD approval.

**D. CERTIFICATE OF INSURANCE**

The successful proposer shall be required to procure and maintain during the term of the contract, adequate Public Liability and Property Damage Insurance, at limits acceptable to the Agency, insuring the Agency, and shall agree to indemnify, defend, and hold harmless



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the Agency from all claims and damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from this contract, caused by Proposer, or by anyone directly or indirectly employed by Proposer; and shall provide and furnish the Agency with Certificates of Insurance showing such coverage. The Agency shall be named as an additional insured on all said insurance policies. Insurance will be in the amount of \$3,000,000 aggregate per occurrence and shall be primary and non-contributory.

**E. CONTRACT SERVICE STANDARDS**

All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

ATTACHMENT A

PROFILE OF FIRM

Profile of Firm (Attachment A)
-----------------------------------

**This Form must be fully completed**

Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Street Address, City, State, Zip: \_\_\_\_\_

Identify Principals/Partners in Firm:

NAME	TITLE	% OF OWNERSHIP

Identify individual(s) that will act as project manager and other supervisory personnel on the project:

NAME	TITLE

Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- Caucasian American (Male) \_\_\_\_\_ %
- Public-Held Corporation \_\_\_\_\_ %
- Government Agency \_\_\_\_\_ %
- Non-Profit Organization \_\_\_\_\_ %

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- |   |   |
|---|---|
| <input type="checkbox"/> Resident- Owned _____ %        | <input type="checkbox"/> Woman-Owned (MBE) _____ %      |
| <input type="checkbox"/> African American _____ %       | <input type="checkbox"/> Woman-Owned (Caucasian _____ % |
| <input type="checkbox"/> **Native American _____ %      | <input type="checkbox"/> Disabled Veteran _____ %       |
| <input type="checkbox"/> Hispanic American _____ %      | <input type="checkbox"/> Other (Specify): _____         |
| <input type="checkbox"/> Asian/Pacific American _____ % |   |
| <input type="checkbox"/> Hasidic Jew _____ %            |   |
| <input type="checkbox"/> Asian/Indian America _____ %   |   |

Profile of Firm  
(Attachment A)

WMBE Certification Number: \_\_\_\_\_

Agency: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_

Business License No.: \_\_\_\_\_

State of \_\_\_\_\_ License Type and No.: \_\_\_\_\_

Worker's Compensation Insurance Carrier: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

General Liability Insurance Carrier: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Professional Liability Insurance Carrier: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Debarred Statement:** Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of \_\_\_\_\_, or any local government agency within or without the State of \_\_\_\_\_? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

**Disclosure Statement:** Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of HACD? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

**Non-Collusive Affidavit:** The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against HACD or any person interested in the proposed contract; and that all statements in said proposal are true.

Profile of Firm  
(Attachment A)

**Verification Statement:** The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if HACD discovers that any information entered herein is false, that shall entitle HACD to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Date**



# ATTACHMENT B

## HUD FORMS

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The HA may

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

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

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

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

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

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

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

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

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

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors Non-Construction Contract

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

## 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

=====  
**Section I - Clauses for All Non-Construction Contracts greater than \$100,000**  
=====

### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
  - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

### 4. Examination and Retention of Contractor's Records

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

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:



(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

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## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

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

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

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

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

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

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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**Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000**  
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### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
  - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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**Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000**  
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### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
  - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any



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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

# ATTACHMENT C

## SECTION 3 COMPLIANCE

# Housing Authority of the City of Danbury

## SECTION 3 NEW RULE 24 CFR Part 75

On November 30, 2020, HUD put into effect a New and Final Section 3 Rule for all recipients. This rule is drastically different from the old rule and therefore, we want everyone to know these requirements and plan accordingly.

Every contractor must ensure this package is included in their sub-contracts. Every sub-contractor must include this package in their lower-tiered sub-contracts.

This new rule exempts all material and supply only agreements. The rule applies to all service related contracts/agreements despite the dollar amount or project duration, except CPA's, Attorneys, Engineers, and Architects.

Non-Danbury Housing Authority Public Housing or Section 8 residents can NOT certify to their income nor can any current YouthBuild participants under The State of Connecticut's Substitute House Bill No. 5386 Public Act No. 18-8 An Act Concerning Pay Equity. Do Not request or require any applicant on any Danbury Housing Authority contract to provide any of their current or prior salary/income or you will violate the state law.

You should not issue the Individual or Business Self-Certification form(s) until you have secured a qualified contractor or employee respectively. DO NOT hand the individual self-certification form to every employee as it may be a waste of time if they were not hired within the past five years and were low-income, public housing, or Section 8 at the time of hire.

Documents included in this package:

✱ New Requirements Summary	15
✱ Monthly Reporting Instructions	16
✱ Section 3 Business Self-Certification Forms	17
✱ Section 3 Individual Self-Certification Forms	18
✱ Hours Worked Reporting Form	19
✱ Acknowledgment and Affidavit Form	20

The Acknowledgement and Affidavit must be executed and returned by Every Contractor.

Housing Authority of the City of Danbury  
Annual "Section 3 Benchmarks" Requirement Summary

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- ✱ Twenty (20) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in a HA's fiscal year are Section 3 workers; and
- ✱ Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in a HA's fiscal year are Section 3 workers;
- ✱ There are No specific hiring or contracting goals under this new rule.
- ✱ There is No Section 3 Business Preference under the new rule and No points awarded for being a Section 3 Business.
- ✱ The rule does not require the hiring or contracting of any person or business that is not fully qualified to perform the work.

The two new categories of Section 3 are now referred to as:

- ✱ **Section 3 Worker** - Any low or very low-income persons residing in the housing authority MSA
- ✱ **Targeted Section 3 Worker** - Public Housing, Voucher Holder, YouthBuild participant

Contractors will provide these three (3) data sets to the Danbury Housing Authority's Section 3 Consultant within 40 days of the month after the hours have been worked by EVERY person that worked directly on the contract. (**Ex:** April data is required by June 10th) No back-office staff hours are counted:

- ✱ Total Hours Worked by all workers
- ✱ Total Hours Worked by Section 3 Workers (Individual Self-Certification Form Required)
- ✱ Total Hours worked by Targeted Section 3 Workers (Individual Self-Certification Form Required)

There are new definitions of how to be a Section 3 Business Concern:

- ✱ It is at least 51 percent owned by low- or very low-income persons; with businesses at least 6 months old
- ✱ Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or (Based on the prior 90 days of full business payrolls)
- ✱ It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing, with businesses at least 6 months old

## MONTHLY REPORTING INSTRUCTIONS

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### ***STEP ONE***

Enter your company name and the name of the contract or task you are performing in the appropriate lines at the top of the form.

### ***STEP TWO***

Determine which workers qualify as Section 3 by having each complete a **Section 3 Individual Low-Income Person Self-Certification Form**. This form is submitted once per Section 3 employee or those that believe they meet the definition of a Section 3 employee.

The form is to be completed by the individual and stress to the employee that the form is Voluntary:

1. Complete contact info section
2. Check the box that describes your situation
3. Sign and date the form
4. Complete the employer information
5. Return to your employer

### ***STEP THREE***

After determining which workers are Section 3, determine their classification based on what they check in the box on the form as **Non-Targeted** or **Targeted**:

**Non-Targeted** are those Section 3 income-qualified workers who are low-income and reside in the MSA.

**Targeted** are those Section 3 income-qualified workers who are low-income and reside in public housing, Section 8 or YouthBuild

### ***STEP FOUR***

Enter the monthly dates of reporting on the first line, then proceed as follows:

1. Enter total hours worked by ALL contract or project level staff with exceptions as noted above\*
2. Enter total hours worked by all Section 3 staff **Non-Targeted**
3. Enter total hours worked by all Section 3 staff **Targeted**

List **ONLY** the individual names of the workers who have self-certified as Section 3 (**Non-Targeted** and **Targeted**) along with their total hours for this months report only.

### ***STEP FIVE***

Submit the Section 3 Hours Worked Reporting Form on a monthly basis to the contact person noted on your reporting form above.

SECTION 3 BUSINESS

# Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form properly completed to be confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

CATEGORY	DOCUMENTATION REQUIRED	YOUR ELECTION
a business at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	<input type="checkbox"/>
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self- Certification for all low- and very low-income workers you list	<input type="checkbox"/>
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	<input type="checkbox"/>

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I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Full Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

SECTION 3 INDIVIDUAL LOW-INCOME PERSON

# Voluntary Self-Certification Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individual's current year income annualized for the year they are being confirmed as low-income.

Print Name

Phone	Email
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Address

City	State	Zip
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To qualify as a Section 3 Person, you must meet one of the standards in the brackets below.

Check only one box below that describes your situation:

I am a Public Housing Resident, Section 8 assists me with my rent, or I am a current YouthBuild participant

I receive No HUD support, but I am low-income and live in the Danbury MSA

My employer will certify I work for a Section 3 Business

**The Bridgeport, CT HUD Metro FMR Area contains the following areas:**

FAIRFIELD COUNTY, CT TOWNS OF Bridgeport town, CT; Easton town, CT; Fairfield town, CT; Monroe town, CT; Shelton town, CT; Stratford town, CT; Trumbull town, CT; and Trumbull town, CT.

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income is as shown above, and that proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual. Finally, I authorize including my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me directly for any employment opportunities.

Signature: \_\_\_\_\_

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

# Hours Worked Reporting Form

IN COMPLIANCE WITH SECTION 3 OF THE HUD ACT OF 1968 UPDATED 24 CFR PART 75 11/30/2020

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 tracking of hours worked by all person's employed on the Danbury Housing Authority contract including those meeting the Section 3 income requirements as low- or very low-income.

## **Section 3 Employees are now defined to as:**

**Section 3 Workers** - Any low or very low-income persons residing within the Danbury Housing Authority MSA (Metro Area)

**Targeted Section 3 Workers** - I reside in public housing or Section 8 housing managed by Danbury Housing Authority or a current YouthBuild participants (If a program is active in the area)

If your company employs any person it believe is low income now or was when they were hired within the past five years, please have them complete the SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM" and return it with their first report of employment in the Hours Worked Reporting System.

All hours worked by everyone on the project must be reported monthly electronically. If you have questions please contact the projects Section 3 Consultant:

Motivation Compliance and Training,  
Inc. Katie Swiney, Compliance Manager  
[Katie.Swiney@motivation-inc.com](mailto:Katie.Swiney@motivation-inc.com)

In the software, you will report this information for your team as they apply.

- ✱ Total Hours Worked by non-Section 3 staff
- ✱ Total hours worked by all **Non-targeted** Section 3 employees
- ✱ Total hours worked by all **Targeted** Section 3 employee

The reporting system website is: To Be Provided Separately



Danbury Housing Authority

Section 3 New Rule Contractor Acknowledgement and Affidavit

*(Return this form with your Contract)*

Company Name: \_\_\_\_\_

Contract or Project Name: \_\_\_\_\_

Trade Work/Classification: \_\_\_\_\_

I hereby certify to the US Department of Housing and Urban Development (HUD) that I have read all of the information in this policy package and agree to follow the requirements for complying with the order of prioritization in 75.9 and 75.19 and reporting of all labor hours associated with my contract as required. I further understand that failure to comply with these requirements will cause my payments to be held and not processed or not released until I come into full compliance with this policy.

**Monthly**, I will be required to provide these data points for all contract staff working directly on the contract **not including any back-office staff**:

- Total Hours Worked by all employees (Section 3 and regular employees)
- Total Hours Worked by All **Non-Targeted Section 3 employees** (Low-Income persons residing within a one-mile radius of the project location)
- Total Hours Worked by All **Targeted Section 3 employees** (Current YouthBuild participants)

**You are required to enter the names and hours worked by each Section 3 employee individually.**

Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT D

PROPOSAL FEES

**REQUEST FOR PROPOSAL, RFP No. P23002 Public Housing Software Proposal**

**Proposal Fees  
(Attachment D)**

Please submit a summary of the fees along with a breakdown of what the fees are comprised of.

**Annual Fee:** \$ \_\_\_\_\_

**Implementation Fee:** \$ \_\_\_\_\_

**Training:** \$ \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

ATTACHMENT E

SAMPLE CONTRACT



**RFP No. P23002, Public Housing Software Conversion  
CONTRACT NO.**

**CONTRACT BETWEEN  
THE HOUSING AUTHORITY OF THE CITY OF DANBURY  
AND  
XXXXXXXXXX**

**INTRODUCTION**

This agreement by and between Housing Authority of the City of Danbury (hereinafter “HACD”), 2 Mill Ridge Road, Danbury, CT 06811 acting herein by Jeff M. Rieck its Executive Director and XXXXXX, a XXXX business authorized to do business in the State of Connecticut, with a business mailing address of XXXX (hereinafter “the Contractor”), acting herein by XXXXXX, its XXXXXX is made this XX day of XXX, 2022 (the “Contract”).

**WHEREAS**, HACD issued an Invitation for Proposal for Plumbing Services pursuant to RFP No. P21001 (hereinafter “RFP”); and

**WHEREAS**, Contractor submitted a Proposal to provide services in response to the RFP (“Contractor’s Proposal”); and

**WHEREAS**, HACD has determined that Contractor is the lowest responsive and responsible Proposer to the RFP; and

**WHEREAS**, HACD and Contractor desire to set forth the terms and conditions pertaining to the services to be rendered by Contractor.

**NOW THEREFORE**, in consideration of the mutual promises herein set forth, the parties agree to the following:

**1. Term**

This Contract is for a term of one (1) year (“Initial Term”). HACD, at its sole discretion, may extend the Contract for four (4) additional one-year terms (“Extended Term”), for a total maximum term of five (5) years. HACD shall exercise its option to extend by notifying Contractor in writing fifteen (15) days prior to the end of the then current term.



**RFP No. P23002, Public Housing Software Conversion  
CONTRACT NO.**

**2. Services**

**2.1 Scope of Services:** Contractor shall perform all services and work described in the Scope of Services in the RFP and as set forth in Contractor's Proposal which are incorporated into this Contract and as set forth in Contractor's Proposal by reference (hereinafter referred to as the "Services" or "Work").

**2.2 Provisions of any and all Work:** The Contractor shall not perform any service without prior authorization by HACD.

**3. Contract Sum for HACD**

During the Initial Term, HACD shall pay Contractor for the Services described herein a total amount not to exceed XXXXXX (\$XXX).

In the event Contractor exceeds any of the not to exceed amounts set forth herein it does so at its own risk.

**3.1 Time Performance:** The Contractor shall complete the Services in a timely manner and in as mutually agreed to.

**4. Method of Payment**

Payment for the Services shall only be made pursuant to the following billing procedure:

(i) The Contractor shall submit an invoice for Services within 15 days of completion via email to [AccountsPayable@hacdct.org](mailto:AccountsPayable@hacdct.org) or by mail to:

**Housing Authority of the City of Danbury  
Attn: Accounts Payable  
2 Mill Ridge Road  
Danbury, CT 06811**

(ii) The invoice for Services shall include the following information:

- Unique invoice number;
- Contractor's name, address and telephone number;
- Date of invoice;
- Billing Period covered by invoice;



**RFP No. P23002, Public Housing Software Conversion  
CONTRACT NO.**

- Applicable Contract Number;
- Description of Services rendered, including date of Service, total hours billed for Service, the location or site where Service was performed, the rate charged for the Service;
- Any other supporting documentation for Services reasonably requested by HACD;
- Total dollar amount being invoiced.

(iii) HACD shall pay each properly completed invoice for Services on a Net 30-day basis from date of submission of a properly completed invoice for Services, subject to section 10.0 herein. Incomplete invoices or invoices that do not comply with this section shall not be paid unless or until the Contractor complies with this section.

**5.0 Commencement Date**

This Contract shall commence on XXXXXX and shall terminate on XXXXXX unless extended by HACD as herein provided.

**6.0 Contractor's Obligations**

In the performance of the Services, the Contractor agrees as follows:

- 6.1 Performance of Work:** Contractor agrees to fully perform the Services in a good, complete, thorough and workmanlike manner. All work performed and all materials furnished in connection with the Service shall be in accordance with the standard practices of the trade. In the event the Contractor, in the opinion of the Owner, fails to supply or materially delays (a) properly skilled workmen, (b) material of proper quality, (c) the performance and discharge of its work with promptness, diligence or in a workmanlike manner or, (d) fails to adhere to appropriate codes, then, in each instance, the Owner shall have the right at Owner's sole discretion, to terminate the Contract.
- 6.2 Supervision and Oversight:** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to HACD properties pursuant to this Contract.
- 6.3 Qualified Personnel:** The Contractor warrants and represents that it shall assign only qualified personnel ("Qualified Personnel") to perform the Services. For the purposes of this Contract, the term "Qualified Personnel" shall mean those personnel that have been investigated, tested and trained to perform the Services in the manner required by this Contract and, as proposed by the Contractor within its response to RFP No. P23002.



**RFP No. P23002, Public Housing Software Conversion  
CONTRACT NO.**

**6.4 Insurance Requirements:**

**6.4.1** In addition to the indemnity requirements detailed in Section 12.16 herein, the Contractor shall maintain the following insurance coverages during the term(s) of this Contract:

**6.4.1.1** Policy of General Liability Insurance, \$1,000,000 per occurrence, \$1,000,000 aggregate together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000. HACD shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.

**6.4.1.2** Policy of Professional Liability Insurance or Errors & Omissions coverage, minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000 with a deductible of not greater than \$10,000;

**6.4.1.3** Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this Contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$1,000 with a deductible not greater than \$1,000.

**6.4.1.4** Worker's compensation coverage evidencing carrier and coverage amount.

**6.4.1.5** The Contractor shall provide HACD with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming HACD as an additional insured (where appropriate) during the term(s) of this Contract shall constitute a material breach thereof.

**6.4.1.6** Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing HACD:





**RFP No. P23002, Public Housing Software Conversion  
CONTRACT NO.**

**Housing Authority of the City of Danbury  
2 Mill Ridge Road  
Danbury, CT 06811  
Attn: Purchasing Agent**

- 6.5 Licensing:** The Contractor shall provide to HACD a copy of any required Jurisdiction Business License. Contractor's failure to maintain this license in a current status during the term(s) of this Contract shall constitute a material breach of this Contract.
- 6.6 Financial Viability and Regulatory Compliance:**
- 6.6.1** The Contractor warrants and represents that its entity is in good standing with all applicable federal, state and local organizations and licensing authorities and that it possesses all requisite licenses to perform the Services required by this Contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.
- 6.6.2** The Contractor agrees to promptly disclose to HACD any IRS liens or insurance or licensure suspensions or revocations that may adversely affect its capacity to perform the Services outlined within this Contract. Failure by the Contractor to disclose such information to HACD shall constitute a material breach of this Contract.
- 6.6.3** The Contractor further agrees to promptly disclose to HACD any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this Contract. Failure of the Contractor to comply with this section shall constitute a material breach of this Contract.
- 6.6.4** All disclosures required pursuant to this section of the Contract shall be made in writing and submitted to HACD within five (5) days of Contractor's receiving notice of the event requiring disclosure.
- 7.0 Modification:** This Contract shall not be modified, revised, amended or extended except by written addendum, executed by both parties.
- 8.0 Severability:** The invalidity of any provision of this Contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.



**RFP No. P23002, Public Housing Software Conversion  
CONTRACT NO.**

**9.0 Applicable Laws:**

- 9.1 Compliance with Federal and State Laws:** All Services performed by the Contractor, pursuant to this Contract, shall be done in accordance with all applicable Federal, State and local laws, regulations, codes and ordinances.
- 9.2 Jurisdiction of Law:** The laws of the State of Connecticut shall govern the validity, construction and effect of this Contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This Contract shall be binding upon the parties, their successors and assigns, heirs and beneficiaries. In any state court action, the parties agree that the Superior Court Judicial District of Danbury shall be the appropriate forum for any action relating to this Contract.

**10.0 Disputed Billings (Charges):**

- 10.1 Procedures:** In the event that HACD disputes any portion of any invoice for Services submitted by Contractor, HACD shall pay the undisputed portion of said invoice and initiate dispute-resolving procedures, as follows:
- 10.1.1** HACD's representative shall formally notify the Contractor of all particulars pertaining to the dispute, and request the Contractor to investigate and promptly provide a written explanation of the issue in dispute.
- 10.1.2** If the dispute cannot be resolved by the Contractor's written response, within 10 business days after notification by HACD, an authorized HACD representative and the Contractor's representative shall meet at a mutually convenient date and time to discuss the matter and attempt to arrive at a resolution.
- 10.1.3** If the authorized HACD representative and the Contractor's representative are unable to resolve the dispute through such discussion within 10 business days of the meeting, HACD shall, within 10 business days thereafter, proceed pursuant to "Disputes" under Form HUD- 5370-C (10/2006), *General Conditions for Non-Construction Contracts*.

- 11.0 2 CFR §200.326 (i), Procurement:** Pursuant to this Contract, HACD and the Contractor each agree to comply with the following provisions issued by the Office of the Secretary, HUD:



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- 11.1 Remedies for Contractor Breach:** Pertaining to Contract-related issues, it is the responsibility of both HACD and the Contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this Contract HACD or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that HACD has the right to issue unilateral addendums to this Contract, but the Contractor does not have the same right). The other party shall, within 10 business days, respond in writing to the other party (however, HACD shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, HACD shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:
- 11.1.1** If the Contractor is in material breach of the Contract, HACD may promptly invoke the termination clause detailed within Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts—(With or without Maintenance Work)*, which is attached hereto, made a part hereof and incorporated herein by reference and terminate the Contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.
  - 11.1.2** Prior to termination, HACD may choose to warn the Contractor, verbally or in writing, of any issue of non-compliance or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. HACD shall maintain in the Contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten 10 business days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with HACD's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing HACD's alleged incorrect action(s).
  - 11.1.3** After termination, if the Contractor does not agree with HACD's termination, the Contractor shall have 10 business days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HACD's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HACD's alleged incorrect action(s).
- 11.2 Termination For Cause and Convenience:** As detailed within Clause No. 3 Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts—(With or without*



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*Maintenance Work*), attached hereto, made a part hereof and incorporated herein by reference, HACD may terminate this Contract with or without cause.

- 11.3 Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
- 11.4 Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 11.5 Copy Rights/Rights in Data:** In addition to the requirements contained within Form HUD-5370-C, Clause No. 5, *General Conditions for Non-Construction Contracts (With or without Maintenance Work)*, HACD has unlimited rights to any data, including computer software, developed by the Contractor in the performance of the Contract specifically:
- 11.6 Access to Records:** Access is guaranteed by both parties, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 11.7 Record Retention:** Both parties hereby guarantee retention of all required records for three years from the date of final payment for Services and after any other pending matters are closed.
- 11.8 Clean Air Act:** For all Contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 11.9 Energy Policy and Conservation Act:** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

**12.0 Miscellaneous Provisions:**

- 12.1 Non-Escalation:** Unless otherwise specified within the RFP documents, the prices reflected in the Contract shall not increase during the term of the Contract.
- 12.2 Funding Restrictions and Order Quantities:** HACD reserves the right to reduce payment for Services in amounts necessary, without prejudice or liability to HACD, if:



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- 12.2.1** funding for Services is not available;
- 12.2.2** legal restrictions are placed upon the expenditure of monies for Services or supplies; or,
- 12.2.3** HACD's requirements change after award of the Contract.
- 12.3** Unless otherwise stated in the RFP documents, any and all local, State or Federal permits which are required by Contractor to provide the Services described herein shall be the sole responsibility of the Contractor.
- 12.4 Taxes:** All persons doing business with HACD are hereby made aware that HACD is exempt from paying Connecticut State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon written request from Contractor.
- 12.5 Government Standards:** It is the responsibility of the Contractor to ensure that all Services conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control, and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 12.6 Work on HACD Property:** If the Services under this Contract involve work by the Contractor on HACD property, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property while performing the Services and, except to the extent that any such injury is caused solely and directly by HACD's negligence, Contractor shall indemnify HACD, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or sub-contractors arising from said Services.
- 12.7 Official, Agent and Employees of HACD Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of HACD in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 12.8 Sub-contractors:** Unless otherwise stated within the RFP documents, the Contractor may not use sub-contractors to accomplish any portion of the Services described within the RFP documents or the Contract without the prior written consent by HACD.



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- 12.9 Salaries and Expenses Relating to the Contractors Employees:** Unless otherwise stated within the RFP documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of this Contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 12.10 Attorney's Fees:** In the event that litigation is commenced by either party in connection with the enforcement of any provision, term or condition of this Contract, the prevailing party, as judicially proven, shall pay all court costs and other reasonable expenses of such litigation, including reasonable attorneys' fees.
- 12.11 Independent Contractor:** Unless otherwise stated within the RFP documents or the Contract, the Contractor is an independent Contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither party shall have any authority to bind the other in any way.
- 12.12 Severability:** If any provision of this Contract or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 12.13 Waiver of Breach:** A waiver by either party of any term or condition of this Contract in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Contract shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 12.14 Time of the Essence:** Time is of the essence under this agreement as to each provision in which a time of performance is provided or specified.
- 12.15 Limitation of Liability:** In no event shall HACD be liable to the Contractor for any claim of direct, indirect, incidental, consequential or exemplary damages.
- 12.16 Indemnification:**
- 12.16.1** The Contractor shall indemnify, defend, and hold HACD, its officers, employees, and agents, harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2)



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comply with the terms, conditions, or covenants that are contained in this Contract, (3) comply with the any law, ordinance, or decree; or (4) ensure that the any authorized sub-contractors abide by the terms of this provision and this Contract; provided, however, that Contractor will not be required to indemnify HACD against any loss or damage which was specifically caused by HACD providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

**12.16.2** Any money due to the Contractor under and by virtue of this Contract, which HACD believes must be withheld from the Contractor to protect HACD, may be retained by HACD so long as it is reasonably necessary to ensure HACD's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to HACD provided, however, the Contractor's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect HACD from any potential claims.

**12.16.3** The Contractor shall ensure that any Contractual arrangement with any authorized sub-contractor performing Services pursuant to this Contract shall be in conformance with and shall incorporate the terms and conditions of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its sub-contractors in connection with the Contract.

**12.16.4** The Contractor shall indemnify, defend, and hold HACD, its officers, employees, and agents, harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to property and personal injury damages.

**12.17 Lobbying Certification:** Contractor certifies, to the best of its information, knowledge and belief, that:

**12.17.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal Contract, grant, loan, or cooperative agreement.



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- 12.17.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.
- 12.17.3** The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 12.18 Additional Federally Required Orders/Directives:** Both parties agree that they will comply with the following laws and directives, where applicable:
- 12.18.1** Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 12.18.2** Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The HA hereby extends this requirement to the Contractor and its private Contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 12.18.3** Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage Services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, HACD requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- 12.18.4** The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- 12.18.5** Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 12.18.6** HUD Information Bulletin 909-23 which is the following:





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**12.18.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;

**12.18.6.2** Clean Air and Water Certification; and,

**12.18.6.3** Energy Policy and Conversation Act.

**12.18.7** That the funds that are provided by HACD and HUD hereunder shall not be used, directly or indirectly, to employ, award a Contract to, or otherwise engage the Services of any debarred, suspended or ineligible Contractor, subcontractor, or individual.

**12.18.8** That none of the personnel who are employed in the administration of the Services required by this Contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.

**12.18.9** The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

**13.0 Section 3 Clause:** Section 3 of the HUD Act of 1968 including all of the recent updates are a part of this contract. The contractor agrees to abide by the new requirements at 24CFR Part 75 and provide all hours worked for all persons on the awarded contract as prescribed by the authority.

**14.0 Confidentiality:** During the term of this contract, the Contractor may come in contact with confidential information crucial to the operation of agency business. Such confidential information may include, without limitation: personal identifiable information, business and financial information, business methods and practices, technology, and other such information deemed as "Confidential Information". The Contractor is expected to keep in strict confidence all non-public information, except to the extent disclosure is required by law, requested by any governmental or regulatory agency or body. Confidential information disclosed shall not be used for personal benefit, or for the benefit of any party with which the Contractor is affiliated. If this contract is terminated, the Contractor will promptly return all documents, records, equipment or other information that disclose confidential information.



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**15.0 Appendices, Exhibits and Schedules:**

**15.1** The following noted documents are made a part of this Contract and are hereby incorporated by reference:

**15.1.1 Appendix No. 1:** HUD Forms

**15.1.2 Appendix No. 2:** Equal Employment Opportunity

**15.1.3 Appendix No. 3:** Scope of Services, as agreed up between HACD and the Contractor; including original RFP No. P23002

**15.1.4 Appendix No. 4:** The proposed fee(s) submitted by this Contractor in response to the RFP, or any negotiated fee(s) that resulted thereto, which fee(s) shall apply to each procurement that ensues from this Contract;

**15.2** Please note that, in the case of any discrepancy between this Contract and any of the above noted appendices, the requirement(s) detailed within the body of this Contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

**16.0 DEFINITIONS**

Unless otherwise detailed herein, all references to “days” shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Wherever the term HACD is referred to herein, that term shall mean HACD and/or its Affiliates. Also, whenever the term "herein" is referred to, such reference is to this Contract, the appendices and all attachments.

**17.0 CERTIFICATIONS:** The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

XXXXXXXXXX:



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**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print:** \_\_\_\_\_

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

**Housing Authority of the City of Danbury:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print:** \_\_\_\_\_

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

SAMPLE