



REQUEST FOR PROPOSAL
FEE ACCOUNTANT
RFP NO. P24001

Housing Authority of the City of Danbury
Danbury, Connecticut 06811

Issue Date: February 9th, 2024
Proposals Due: March 4th, 2024 at 10:30am (EST)

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





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I. INTRODUCTION

The Housing Authority of the City of Danbury (“HACD”) and its affiliates (HACD Corp, DHA Housing Corp. and Danbury Housing Development Corp) hereby issues this Request for Proposal (RFP) from qualified Proposers for Fee Accountant Services. As herein described, HACD invites proposals to satisfy the requirements set forth in this RFP. HACD is soliciting proposals from Accounting Firms/Certified Public Accountants to provide Fee Accounting services for its Federal and State Public Housing, Capital Fund, Housing Choice Voucher and Project Based Voucher programs. Fee accounting services must be performed in accordance with the Governmentally Accepted Accounting Principles (GAAP) and reporting provisions of applicable State of Connecticut, U.S. Department of Housing and Urban Development (“HUD”) and HUD Real Estate Assessment Center (“REAC”) guidelines for Low and Moderate- Income Housing Programs. HACD follows the traditional asset management model for its Federal and State Programs.

HACD headquartered in Danbury, Connecticut is requesting proposals from Fee Accountants to perform as Fee Accountant for the Housing Authority. The procurement of the services hereunder shall be by competitive proposals and evaluated based on the point system detailed herein and HACD will award the contract to the firm whose proposal HACD deems to be in the best interests of the HACD. Price shall be considered, but not the sole determinant as to the award.

Each proposal shall include sufficient information to evaluate the proposal against the attached evaluation factors. It is critical that the responding firms demonstrate a thorough and complete understanding of Housing Authority finance and accounting, as well as the requirements associated with the HUD, the State of Connecticut and the City of Danbury's programs and systems.

II. BACKGROUND

HACD is a public entity that was formed in 1948 and operates under the enabling legislation of the State of Connecticut and the United States Housing Act of 1937 to provide subsidized housing and housing assistance to low and moderate-income families within the City of Danbury. It is governed by a five-person board of commissioners appointed by the Mayor of the City of Danbury. The Board of Commissioners employs an Executive Director who, in turn hires staff necessary for the day to day operations of the HACD's programs and facilities. Currently, HACD owns and manages 369 Federal Low-Income units, 232 State Moderate Rental units, 100 State Elderly units, 30 - Section 8 New Construction units, 25 - Section 8 Rehab units, a Federal Neighborhood



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Specialization Program with 6 units, Federal Replacement Housing with 3 units. In addition, the Authority administers 824 Federal Housing Choice Vouchers and is a sub-contractor for the State of Connecticut Department of Social Services' voucher program.

Through DHA Housing Corporation, a component unit, the Authority owns a 98-unit apartment complex that provides housing for the elderly and young disabled located in the center of Danbury, CT.

Through HACD Corp, a component unit, the Authority is party to a development agreement in connection with a mixed-finance transaction to rehabilitate a fifty-eight (58) unit housing complex under the federal low income housing tax credit (LIHTC) program as described in Internal Revenue Code (IRC) Section 42. Danbury Housing Development Corporation, a non-stock corporation, is the general partner and .01% shareholder of the 58 unit LIHTC housing complex. HACD Corp. is also a general partner in a 30-Unit multi-family development supported by HUD.

HACD currently has approximately 45 full time employees including three (3) grant-funded positions.

III. THE AUTHORITY MISSION

HACD'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. HACD'S RESERVATION OF RIGHTS

1. HACD 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 HACD to be in its best interests.
2. HACD reserves the right not to award a contract pursuant to this RFP.
3. HACD 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. HACD 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. HACD 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 HACD Contracting Officer.
6. HACD reserves the right to negotiate the fees proposed by the Proposer entity.



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7. HACD 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. HACD shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFP.

V. SCOPE OF WORK

The successful proposer will provide the following services to the Housing Authority in accordance with the monthly, quarterly, and annual accounting cycles:

- A.** Process all documents required for the public housing operating fund and subsidy calculation (HUD-52723, 52722).
- B.** Participate in the close out for the fiscal year (December 31st), to include but not limited to the final trial balances, balance sheet, reconciliation of inter-fund and cash account, GASB 68 (actuarial pension plan) adjustments, audit schedules, and transmission of the Financial Data Schedule (FDS) to HUD REAC, as requested.
- C.** The successful proposer will also be available as needed to answer questions an auditor may have regarding the financial records of the HACD;
- D.** The successful proposer will also be available as needed to respond to HUD REAC comments and inquiries regarding the unaudited and audited FDS submissions;
- E.** Conduct a semi-annual monitoring assessment and make recommendations to accounting staff and provide clarification on pertinent financial matters relative to CFO, Executive Director and or BOC members.
- F.** Assist HACD CFO and staff by answering questions on accounting requirements consistent with HUD Public Housing, HUD Multi-family Project Based Section 8; Section 8 Housing Choice Voucher and related programs, State of Connecticut CHFA and the City of Danbury, as requested.
- G.** Advise the CFO, Executive Director, and the Board of Commissioners on the financial implications of management proposals and participate in HACD planning.



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H. Assist and advise the CFO in the analysis of PHAS scores monthly, and in the preparation of projections of year-end PHAS results using optional scenarios.

I. Assist the CFO in annual updates to the Authority's Cost Allocation Plan.

J. Assist the CFO, Executive Director and the Board of Commissioners in the planning of RAD, and other Asset Repositioning projects;

K. Provide advisory services for the planning of the future state of the COCC and the establishment of and transitioning to Business Activity Fund(s).

L. Report to the CFO, Executive Director, Board of Commissioners any and all fiscal items unusual in nature, requiring the attention of HACD management, as necessary.

VI. PROPOSAL FORMAT

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

A. PROPOSAL SUBMITTAL

A written proposal must be submitted in accordance with the requested information which is outlined below and must be submitted under the correct tab number. The overall quality and appearance of the proposal will be taken into consideration in the evaluation of the proposal.

Tab 1: Past Performance/Experience

List previous experience with public housing, mixed financed accounting, experiences with governmental interaction and experience listed under Section V. Scope of Services. Identify any knowledge and experience your firm has with public housing software.

Tab 2: Management Plan/Approach

Proposer must demonstrate knowledge of HUD accounting regulations and requirements, GAAP accounting practices as well as applicable Federal, State, and Local laws.

Proposer must also describe the firm's requirements for continuing professional education, including CPE directly related to government accounting to establish how



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the firm keeps abreast of changing laws and regulations that impact the affordable housing industry in general and Housing Authorities in particular.

Tab 3: Price Proposal/Worksheet

This form is attached hereto as *Attachment A* to this RFP document and shall be fully completed and executed where provided thereon.

The Proposer shall set forth its proposed fees and enumerate all related costs to provide the services including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying, etc. The proposed fees and costs shall remain fixed for the term of the contract. Please note; costs for travel will not be reimbursed. Additionally, there shall be no sales or use tax charged.

Tab 4: Client References

The proposer shall set forth a list of three (3) current Housing Authority clients, for whom the proposer has performed similar or like services to those being proposed herein. A description of the work performed shall be included and contact information including the name, address, telephone number and e-mail address shall be provided.

Tab 5: HUD Required Forms

These forms attached hereto as *Attachment B* to this RFP document and shall be fully completed and executed where provided thereon.

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

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

Tab 6: Section 3 Compliance Form

This form is attached hereto as *Attachment C* to this RFP document and shall be fully completed and executed where provided thereon.

Tab 7: Equal Employment Opportunity

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



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Tab 8: Profile of Firm

This form is attached hereto as *Attachment D* to this RFP document and shall be fully completed and executed where provided thereon.

VII. PROPOSAL SUBMISSION

A. SUBMISSION DEADLINE

Proposals must be received by HACD on or before March 4th, 2024 by 10:30am EST). Faxed or emailed 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: Lisa Gilchrist, Purchasing Agent
RFP NO. P24001, Fee Accountant
2 Mill Ridge Road
Danbury, CT 06811

The package exterior must clearly denote the above noted **RFP No. P24001, “Fee Accountant Services”** and must have the Proposer’s name and return address. Proposals received after the published deadline will not be accepted.

C. DEADLINE FOR WRITTEN QUESTIONS

Proposers may submit questions in writing to the Housing Authority, 2 Mill Ridge Road, Danbury Connecticut 06811, Attn: Ms. Lisa Gilchrist or e-mail: lgilchrist@hacdct.org Such written questions must be received by February 26th, 2024 by 2:00pm (EST).

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



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VIII. EVALUATION

A. EVALUATION METHOD

Proposals will be evaluated by an HACD evaluation committee. The committee will present its recommendations to the HACD Board of Commissioners who will make the final selection.

Proposals will be evaluated using the Evaluation Criteria outlined below. After the initial scoring of proposals, the top ranked proposers may be contacted for interviews and/or presenting best and final offers. Such interviews shall be conducted either in person, by telephone or video electronic method.

After the interviews and/or the receipt of best and final offers, each of those Proposers will be reevaluated and rescored. The Proposer with the highest overall score, whose proposal is most advantageous to HACD considering price, technical and other factors, as specified in this RFP, will be recommended for selection to the Board of Commissioners.

HACD reserves the right to accept or reject in part, or reject all proposals and to re-solicit new proposals. HACD will reject any proposals that are incomplete or non-responsive and any proposals that are submitted after the deadline.

B. EVALUATION CRITERIA

MAX POINT VALUE	EVALUATION CRITERIA
30	Past Performance/Experience with Housing Authorities of similar size and composition of HACD
20	Past Performance/Experience with public housing software
30	Management/Approach: HUD/GAAP Accounting Practices
5	Management/Approach: Availability of principal fee accountant (s) for onsite consultation including attendance of regular Board Meetings when needed



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5	Price Proposal/Worksheet
5	Client References
5	Interview and presentation
100	TOTAL

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 HACD Executive Director makes a written determination that it would be disadvantageous to the HACD not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by the HACD's 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



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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.
- 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
- D. Proposer has taken or intends to take to eliminate or neutralize the conflict. HACD may, however, terminate the contract if it is in its best interest.
- E. 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, HACD may terminate the contract for default.
- F. 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.
- G. No member of or delegate to the U.S. Congress or HACD 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.
- H. No member, officer, or employee of HACD, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HACD 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.
- I. HACD 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. CONTRACT TYPE

This RFP will result in a firm fixed-price for the duration of the contract. The contract shall commence on the date specified therein and shall terminate upon completion of all services required pursuant to the contract unless terminated as provided therein.

B. CONTRACT TERM

The initial term of this contract shall be for one (1) year with the option to extend for four (4) additional one (1) year periods commencing on the date of execution. Sample Contract attached hereto as *Attachment E*.

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 HACD, insuring HACD, and shall agree to indemnify, defend, and hold harmless HACD 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 HACD with Certificates of Insurance showing such coverage. HACD 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.

ATTACHMENT A

PRICE PROPOSAL

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Price Proposal
(Attachment A)

Summary

Year	Housing Authority of the City of Danbury
Year 1 – 2024	
Year 2 – 2025	
Year 3 – 2026	
Year 4 – 2027	
Year 5 – 2028	

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

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Price Proposal Worksheet (Attachment A)
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Detail – Year 1

Name	Type of Work	Hours	Rate	Total Cost
Professional Staff				
Total Professional Staff				
Administrative Staff				
Total Administrative Staff				
Other Costs				
Total Other Costs				
Total Cost				

Detail – Year 2

Name	Type of Work	Hours	Rate	Total Cost
Professional Staff				
Total Professional Staff				
Administrative Staff				
Total Administrative Staff				
Other Costs				
Total Other Costs				
Total Cost				

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Price Proposal Worksheet (Attachment A)
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Detail – Year 3

Name	Type of Work	Hours	Rate	Total Cost
Professional Staff				
Total Professional Staff				
Administrative Staff				
Total Administrative Staff				
Other Costs				
Total Other Costs				
Total Cost				

Detail – Year 4

Name	Type of Work	Hours	Rate	Total Cost
Professional Staff				
Total Professional Staff				
Administrative Staff				
Total Administrative Staff				
Other Costs				
Total Other Costs				
Total Cost				

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Price Proposal Worksheet
(Attachment A)

Detail – Year 5

Name	Type of Work	Hours	Rate	Total Cost
Professional Staff				
Total Professional Staff				
Administrative Staff				
Total Administrative Staff				
Other Costs				
Total Other Costs				
Total Cost				

ATTACHMENT B

HUD REQUIRED
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:]

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. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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 \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

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; A

- (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). 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. 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

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

- ✱ 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

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	← I N I T I A L ← H E R E ←
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	
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	

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
-------	-------

Address

City	State	Zip
------	-------	-----

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
admin@m-cat.co

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

PROFILE OF FIRM

REQUEST FOR PROPOSAL, RFP No. P24001 FEE ACCOUNTANT

Profile of Firm
(Attachment D)

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:

- Resident- Owned _____ %
- African American _____ %
- **Native American _____ %
- Hispanic American _____ %
- Asian/Pacific American _____ %
- Hasidic Jew _____ %
- Asian/Indian America _____ %
- Woman-Owned (MBE) _____ %
- Woman-Owned (Caucasian _____ %
- Disabled Veteran _____ %
- Other (Specify): _____

REQUEST FOR PROPOSAL, RFP No. P24001 FEE ACCOUNTANT

Profile of Firm
(Attachment D)

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 D)

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 E

SAMPLE CONTRACT



**RFP No. XXXXXX, Fee Accountant Services
CONTRACT NO. XXXXXX**

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

INTRODUCTION

This agreement by and between Housing Authority of the City of Danbury (hereinafter “HACD”), and its affiliates, HACD Corp and DHA Housing Corporation, 2 Mill Ridge Road, Danbury, CT 06811 (collectively, “Affiliates”) acting herein by XXXXXXXXXXXX, its Executive Director and XXXXXXXXXXXX, a XXXXXXXXXXXXXXXX to do business in the State of Connecticut, with a business mailing address of XXXXXXXXXXXXXXXX (hereinafter “the Contractor”), acting herein by _____, its _____ (title) is made this ___ day of _____, 20___ (the “Contract”).

WHEREAS, HACD issued a Request for Proposal for Audit Services pursuant to RFP No. XXXXXX (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 and Contractor may mutually agree to extend the Contract for four (4) additional one-year terms (“Extended Term”), for a total maximum term of five (5) years. Each party may indicate it’s wishes to extend the Contract by notifying the other party in writing fifteen (15) days prior to the end of the then current term.



**RFP No. XXXXXX, Fee Accountant Services
CONTRACT NO. XXXXXX**

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 and Affiliates

During the Initial Term and any extension of the Initial Term, HACD and its Affiliates, HACD Corp and DHA Housing Corporation shall pay Contractor for the Services described herein a total amount not to exceed XXXXXXXXXXXX (\$XXXXXXXXX). Contractor shall bill for Services and Work in accordance with the hourly rates set forth on Appendix 5.

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 not more frequently than on a monthly basis to:

**Housing Authority of the City of Danbury
Attn: Purchasing Agent
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;
- Applicable Contract Number;



**RFP No. XXXXXX, Fee Accountant Services
CONTRACT NO. XXXXXX**

- 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.

(iv) If an account with a properly completed invoice has fees that are not paid within 60 days from the invoice date, then Contractor reserves the right to suspend Services, withhold delivery of any deliverables, or withdraw from the engagement entirely if any payment of our invoices is delinquent.

5.0 Commencement Date

This Contract shall commence on _____ and shall terminate on _____ 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 accordance with commercially reasonable applicable accounting industry standards, 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. XXXXXX.



**RFP No. XXXXXX, Fee Accountant Services
CONTRACT NO. XXXXXX**

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.

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:

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



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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.

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 statutory or regulatory laws, applicable to the performance of the Services.

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



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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. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

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 applicable statutory and regulatory laws and regulations applicable to the Services provided under this Agreement:

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. The other party shall, within 10 business days, respond in writing to the other party (however, HACD shall retain the



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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 Section No. 3 of Appendix No. [#], 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 will have been deemed to accept such termination. 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 Maintenance Work)*, attached hereto, made a part hereof and incorporated herein by reference, HACD may terminate this Contract with or without cause. Contractor may terminate this Agreement if Contractor reasonably determines that it must do so in order to comply with applicable professional standards, applicable laws or regulations (e.g. a conflict of interest arises). Notwithstanding anything herein to the contrary, in any event that the Agreement is terminated. HACD agrees to compensate Contractor for the Services performed and expenses incurred through the effective date of termination.



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- 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:** Subject to mutual agreement between HACD and Contractor that the Services were not performed in accordance with the terms of this Agreement. HACD may reduce payment for Services in amounts necessary.



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- 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 real property while performing the Services and, except to the extent that any such injury is caused by HACD's negligence, Contractor shall indemnify HACD, and their officers and employees against all loss as to injury to any persons or real property 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.
- 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.



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- 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 or Contractor be liable to the other party for any claim of direct, indirect, incidental, consequential or exemplary damages. Except to the extent finally determined to have resulted from Contractor Group (defined herein)'s fraud or intentional misconduct, Contractor Group shall not be liable to HACD for any direct or third party claim claims, liabilities, or expenses (including attorneys' fees) relating to the Services in contract, statute, or tort (including without limitation negligence) in excess of an amount equal to two (2) times (2x) the aggregate amount of fees paid by HACD to Contractor for the Services giving rise to the claim during the 12 months preceding the date of the claim, under which the Claim arose.
- 12.16 Indemnification:**
- 12.16.1** The Contractor shall indemnify, defend, and hold HACD, its officers and employees, harmless from and against any and all third party 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 Contractor's fraud, gross negligence or intentional misconduct; provided, however, that Contractor will not be



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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 applicable terms and conditions of this Contract including the terms of this indemnity provision.

12.16.4 The Contractor shall indemnify, defend, and hold HACD, its officers and employees, harmless from and against any and all third party 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 real property and personal injury damages.

12.16.5 As the Services are intended for HACD and not third parties, HACD agrees to release, indemnify and hold harmless Contractor and its members, partners, employees, contractors, agents and affiliates (collectively "Contractor Group") from and against any and all claims, liabilities, or expenses (including attorneys' fees) relating to the Services in contract, statute, or tort (including without limitation negligence) asserted by a third party. HACD further agrees to release, indemnify and hold harmless Contractor Group from any direct or third party claims, liabilities, or expenses (including attorneys' fees) relating to the Services in contract, statute, or tort (including without limitation negligence) relating to the Services attributable to any misrepresentations made by HACD.

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



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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.

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 subContracts, 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.



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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:

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: This provision as detailed in Form HUD-5370-C, Clause No. 21, *General Conditions for Non-Construction Contract* shall apply to this Contract.

14.0 Appendices, Exhibits and Schedules:

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

14.1.1 Appendix No. 1: Form HUD-5370-C, *General Conditions for Non-Construction Contracts, Section I & II*



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- 14.1.2** **Appendix No. 2:** Section 3 Compliance Form
- 14.1.3** **Appendix No. 3:** Equal Employment Opportunity
- 14.1.4** **Appendix No. 4:** Scope of Services, as agreed up between HACD and the Contractor; including original RFP No. P19002
- 14.1.5** **Appendix No. 5:** 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;

14.2 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).

15.0 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 only. Also, whenever the term "herein" is referred to, such reference is to this Contract, the appendices and all attachments.

16.0 No claim or action arising out of or relating to this Agreement or the Services hereunder may be brought by HACD hereto more than three (3) years following the completion of the Services to which the claim relates. This paragraph will shorten, but in no event extend, any otherwise legally applicable period of limitations on such claims.

16.1 **Email Communications.** Contractor agrees to undertake commercially reasonable protocols designed to safeguard email communications, including those containing client information. Contractor disclaims and waives, and HACD releases Contractor from, any and all liability for the interception or unintentional disclosure of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted or received by Contractor in connection with the performance of the Services, except to the extent finally determined to have resulted from the fraud or intentional misconduct of any member of the Contractor Group.



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- 16.2 External Computing Options.** If, at HACD’s request, Contractor agrees to use certain external commercial services, including but not limited to services for cloud storage, remote control, and/or file sharing options (collectively “External Computing Options”), that are outside of Contractor’s standard security protocol, the HACD acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, Contractor disclaims and waives, and the HACD releases Contractor from, any and all liability arising out of or related to the use of such External Computing Options, in all cases when not the result of XXXXXXXXXXXX fraud.
- 16.3 Non-Solicitation.** From the date of this Agreement and for a period of one (1) year from the date that a Contractor employee stops providing Services to the HACD under this Agreement, the HACD shall not hire said individual without paying Contractor a fee equal to the annual salary of such employee while at Contractor. The restrictions on solicitation set forth in this section will not apply to any employee whose Contractor employment terminated prior to the HACD’s solicitation.
- 17.0 Affiliates.** By signing below, Affiliates agree that each Affiliate is bound by the terms of this Agreement as if such Affiliate is “HACD” as such terms are defined in this Agreement.
- 18.0 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:

XXXXXXXXXXXX:

By: _____ Date: _____

Print: _____

Title: _____

Housing Authority of the City of Danbury:

By: _____ Date: _____
XXXXXXXXXXXX, Executive Director