



INVITATION FOR BID
PEST CONTROL SERVICES
IFB No. B23004

Housing Authority of the City Of Danbury
Danbury, Connecticut 06811

Issue Date: September 12th, 2023
Bid Due Date: October 11th, 2023 at 10:00am (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 affiliate, HACD CORP hereby issues this Invitation for Bid (IFB) from qualified vendors for Pest Control services. As herein described, HACD invites bids to satisfy the requirements set forth in this IFB.

II. BACKGROUND

Housing Authority of the City of Danbury (HACD)

HACD is located at 2 Mill Ridge Road, Danbury CT, 06811, was established in 1948 under the Connecticut General Statutes to provide decent, safe and sanitary housing to low-income and moderate-income families. HACD is governed by a five-member Board of Commissioners appointed by the Mayor of the City of Danbury Connecticut. HACD's day-to-day operations are directed by the Executive Director. HACD operates in Fairfield County, and administers about 2300 low and moderate income apartment units under a variety of federal, state and local assisted housing programs which support a wide mix of single, family, disabled and special needs households. HACD is primarily funded through the United States Department of Housing and Urban Development. With approximately 40 employees, the HACD administers its programs from an operational budget of approximately \$2 million per year and a total budget of approximately \$16 million per year.

III. THE AUTHORITY'S 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 RIGHT

1. HACD reserves the right to reject any or all bids, to waive any informality in the IFB
2. process, or to terminate the IFB process at any time, if deemed by the HACD to be in its
3. best interests.
4. HACD reserves the right not to award a contract pursuant to this IFB.
5. HACD reserves the right to terminate a contract awarded pursuant to this IFB, at any
6. time for its convenience upon 10 days written notice to the successful Bidder(s).
7. HACD reserves the right to determine the days, hours and locations that the successful
8. Bidder(s) shall provide the services called for in this IFB.



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9. HACD reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the HACD Contracting Officer.
10. HACD reserves the right to negotiate the fees proposed by the Bidder entity.
11. HACD/ reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
12. HACD shall have no obligation to compensate any Bidder for any costs incurred in responding to this IFB.

V. SCOPE OF WORK

A. GENERAL EXTERMINATION

The Contractor shall furnish all work, labor, and materials for pest elimination/control of the below. The contractor can also submit a proposal for bed bugs separately.

1. Rodents (mice & rats)
 - Treatment for rodents will include both interior and exterior work.
 - Exterior bate boxes—weekly follow-up, tamper-proof/locked and out of site.
2. Crawling Insects (Cockroaches, ants, spiders, centipedes, beetles, fleas silverfish, crickets)
3. Bees, Wasps, Hornets, Flies, or any Stinging Insects
4. Bedbugs*
 - The service proposed shall include treatment to all box springs, mattresses, seams, and cuffs; removal of dust covers on box springs and treat, then reattach. Treatment to all furniture; including, but not limited to: end tables, nightstands, dressers, pictures, clocks, etc; and any follow-up needed. The contractor shall also recommend and install mattress covers.
5. Termites

B. AREAS OF SERVICE

The Contractor shall cover the following areas below at the sites as described in **Attachment E**:

1. All Apartments, all rooms (kitchen, bath, living and bedrooms, closets)
2. Community Rooms
3. Utility Rooms
4. Laundry Rooms
5. Boiler Rooms



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6. Elevator/Lobby
7. Hallways/Stairwells
8. Buildings and their perimeter
9. Other areas as requested by HACD

C. PRODUCTS, TOOLS, MATERIALS

The Contractor shall provide HACD with a list of pesticide products to be used and include MSDS sheets for each. Products or equipment shall not be stored on HACD property.

1. Materials used shall conform to all Federal and State laws and regulations.
2. Pesticides shall be used with all due precautions to prevent the possibility of accidents or exposure of humans, domestic animals, pets, property and any unintended environmental consequences.
3. Only pesticides registered by the Environmental Protection Agency and the Connecticut Department of Agriculture shall be used and only in accordance with all directions and precautionary statements that appear on the products' labeling. Pesticide products applied must clearly be labeled for use in the sites where they are used.
4. Any Restricted Use Pesticides are to be applied only by certified applicators.

D. SERVICE HOURS AND DAYS

The Contractor must schedule all services through the Property Coordinator during normal business hours, which are Monday-Thursday 9:00am-5:00pm.

***With the treatment day being one day per week, preferably each Thursday unless otherwise scheduled or additional services are needed.

E. SAFETY

1. The Contractor shall conduct all services in a safe and careful manner.
2. The Contractor must wear clothing that identifies the company name and be prepared to show corresponding ID if requested.
3. The Contractor shall abide by all laws, statutes, regulations and directives issued by OSHA, EPA and the State of Connecticut.
4. The Contractor shall ensure that employee licenses and certifications are current and renewed each year and must provide this information to HACD.



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F. PEST MANAGEMENT PLAN

1. The Contractor shall describe the service methods, plans and procedures for corrective action and preventative maintenance.
2. Upon request, the contractor will inspect, monitor, and provide control to any problem areas. Additional control procedures or treatment as deemed necessary should be communicated to the Property Coordinator.
3. The Contractor shall record and report services provided which shall cover existing conditions, progress of treatments, and any recommendations. The report shall be written after each service and submitted to the Property Coordinator as well as attached to the corresponding invoice.

G. LIST AND DESCRIPTION OF PROPERTY LOCATIONS (Attachment E)

H. FORM FOR BID (Attachment A)

1. HACD averages 450 service calls per year, approximately 64 of those are for bedbugs.
2. Pricing shall be provided at a flat annual rate, billed monthly.
3. Yearly inspections will be a fixed rate per property upon request.
4. Additional services outside the scope of work will adhere to an hourly rate.

VI. DEADLINE FOR WRITTEN QUESTIONS

Bidders may submit questions in writing to the Housing Authority, 2 Mill Ridge Road, Danbury Connecticut 06811, Attn: Mrs. Lisa Gilchrist or e-mail: lgilchrist@hacdct.org. Such written questions must be received by September 27th 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 Contractors during the solicitation period. Written questions will be the only opportunity for Bidders to ask questions as to form and content.



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VII. BID FORMAT

A. BID SUBMITTAL

A written Bid shall be submitted in accordance with the following Tab order:

Tab 1, Form of Bid: The Form of Bid is attached hereto as **Attachment A**, shall be fully completed, executed, and submitted under tab 1 as a part of the Bid submittal.

Tab 2, Profile of Firm Form: The Profile of Firm Form is attached hereto as **Attachment B**, shall be fully completed, executed, and submitted under tab 2 as a part of the Bid submittal.

Tab 3, HUD Required Forms: These forms attached hereto as **Attachment C**, shall be fully completed, executed, and submitted under tab 3 as a part of the Bid submittal.

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

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

Tab 4, Section 3 Compliance Form: This form is attached hereto as **Attachment D**, shall be fully completed, executed, and submitted under tab 4 as a part of the Bid submittal.

Tab 5: Equal Employment Opportunity:

The Bidder must submit a copy of its Equal Opportunity Employment Policy submitted under tab 5 as a part of the Bid submittal.

Tab 6, Services: The Contractor shall set forth its services which shall include, Understanding of Scope of Services, Demonstrated Experience, Pest Management Plan, References, Licenses, and Proof of Insurance, submitted under tab 6 as part of the Bid submittal.



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VIII. BID SUBMISSION

All bids must be submitted and time-stamped received in the designated location no later than October 11th, 2023 at 10:00 am (EST). A total of 1 UNBOUND original signature copy (**marked as "ORIGINAL"**) and 1 exact copy of the Bid submittal (**marked as "COPY"**), shall be placed unfolded in a sealed package and addressed to:

Housing Authority of the City of Danbury
Attention: Mrs. Lisa Gilchrist
Purchasing Agent
IFB No. B23004 – PEST CONTROL SERVICES
2 Mill Ridge Road
Danbury, CT 06811

The package exterior must clearly denote the above noted **IFB No. B23004** and must have the Contractor's name and return address. Bids received after the published deadline will not be accepted.

OR

Submit the bid electronically after registering at:

https://ha.internationaleprocurement.com/requests.html?company_id=49968

A. SUBMISSION CONDITIONS

Do not fold or make any additional marks, notations, or requirements in the documents to be submitted. Contractors are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to HACD by the Contractor, such may invalidate that Bid. If, after accepting such a Bid, HACD decides that any such entry has not changed the intent of the Bid that HACD intended to receive, HACD may accept the Bid and the Bid shall be considered by HACD as if those additional marks, notations or requirements were not entered on such.

B. SUBMISSION RESPONSIBILITY

It shall be the responsibility of each Contractor to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by HACD, including the IFB document and all attachments. By virtue of completing, signing and submitting the completed documents, the Contractor is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from



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the Contractor not authorized in writing to exclude any HACD requirements contained within the documents may cause that Contractor to not be considered for award.

C. CONTRACTOR RESPONSIBILITY

It is the responsibility of the Contractor to address all communication and correspondence pertaining to this IFB process to the Purchasing Agent only. Contractors must not make inquiry or communicate with any other HACD staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for HACD to not consider a submitted Bid.

IX. BID EVALUATION:

A. PUBLIC OPENING

All bids received by the submission deadline will be opened and publicly read aloud by on October 11th, 2023 at 10:00am (EST); location: 2 Mill Ridge Rd, Danbury, CT 06811. At the bid opening HACD will disclose the following information: (1) The company name of each bidder; (2) the total amount bid; and (3) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; HACD will, at a later time, review all bids in detail and will, in a timely manner, notify all bidders of any bidder that may be ruled to be non-responsive or not-responsible (detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B), HACD reserves the right to “waive informalities and minor irregularities” in the offers received). Bids will be available for inspection by the public after the award has been completed.

B. TIES

In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

C. RESPONSIVE EVALUATION

After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by HACD in a timely manner.



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D. RESPONSIBLE EVALUATION

HACD will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide to HACD the required services). If HACD ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, HACD may proceed with award. If HACD determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by HACD in a timely manner. In such case Evaluations with the next lowest bidder.

E. RESTRICTIONS

Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

X. CONTRACT AWARD

A. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

Award of an IFB is made to the responsive and responsible bidder that submits the lowest cost.

B. PROCEDURE

By completing, executing and submitting a Bid for IFB No. B23004 the Contractor agrees to abide by all terms and conditions. HACD has no responsibility to conduct any negotiations pertaining to published requirements after the submittal deadline.

C. CONDITIONS

A contract will be executed on an HACD form only.

D. CONTRACT TERM

The term of the contract awarded pursuant to the IFB shall be for a term of 1 year with the option to extend for four (4) additional one (1) year terms.



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E. CERTIFICATE OF INSURANCE

The successful Contractor 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 Contractor, or by anyone directly or indirectly employed by Contractor; 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.

F. CONTRACT SERVICE STANDARDS

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

ATTACHMENT A

FORM OF BID

INVITATION FOR BID, IFB NO. B23004 PEST CONTROL SERVICES

Form of Bid (Attachment A)

The Bidder proposes to furnish all labor and materials required to provide Pest Control Services for all properties owned and operated by the Housing Authority of the City of Danbury in accordance with the requirements set forth in IFB No. B23004.

Flat Annual Rate: \$ _____

Hourly Rate (Outside Scope): \$ _____

Yearly Inspection: (Upon Request)	\$ _____	Main Office
	\$ _____	Eden Drive
	\$ _____	Laurel Gardens
	\$ _____	Putnam Towers
	\$ _____	Wooster Manor
	\$ _____	Crosby Manor
	\$ _____	Glen Apartments
	\$ _____	Scattered Sites

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

ATTACHMENT B

PROFILE OF FIRM

INVITATION FOR BID, IFB NO. B23004 PEST CONTROL SERVICES

**PROFILE OF FIRM FORM
(Attachment B)**

(1) Prime _____ Sub-contractor _____ (This form must be completed by and for each).

(2) Name of Firm: _____ Telephone: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Please attach a brief biography/resume of the company, including the following information:
 (a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Proposer 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 American _____%

- Woman-Owned (MBE) _____%
 Woman-Owned (Caucasian) _____%
 Disabled Veteran _____%
 Other (Specify): _____%

ATTACHMENT C

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 I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

ATTACHMENT D

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 E

AREAS OF SERVICE
PROPERTY LOCATIONS

INVITATION FOR BID, IFB NO. B23004 PEST CONTROL SERVICES

List and Description of Property Locations
(Attachment E)

ALL PROPERTIES ARE LOCATED IN DANBURY, CONNECTICUT

- Main Office = 3,400sq ft
2 Mill Ridge Road

- Moderate Rental = 290 Family Units (2,3,4 bedrooms)
Units 1-57 High Ridge Road
Units 1-23 Midfield Road
Units 1-137 Mill Ridge Road
Units 1-23 Putnam Drive
Units 86-92 Coalpit Hill

- 25/30 Units = 55 Family Units (2,3,4 bedrooms)
Fairfield Ridge
Midfield Rd
School Ridge
High Ridge Rd

- Scattered Sites = 42 Houses (2,3,4 bedrooms)
Located throughout Danbury

- Eden Drive = 59 Attached Garden Apt Style Units (2,3,4 bedrooms)
146 Eden Drive

- Laurel Gardens = 64 Units within Buildings (1,2,3 bedrooms)
385 Main Street

- Putnam Towers = 54 Units in High Rise (1 bedroom)
25 Beaver Street

- Wooster Manor = 98 Units in High Rise (1 bedroom)
36 West Wooster

- Crosby Manor = 50 Attached Garden Apt Style Units (studio, 1 bedroom)
84 West Wooster

- Glen Apartments = 100 Attached Garden Apt Style Units (studio)
25 Memorial Drive

ATTACHMENT F

Sample Contract



**IFB No. B21003, Plumbing Services
CONTRACT NO. C21003**

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

INTRODUCTION

This agreement by and between Housing Authority of the City of Danbury (hereinafter “HACD”), 2 Mill Ridge Road, Danbury, CT 06811 acting herein by Jeff M. Rieck its Executive Director and XXXXXX, a XXXX business authorized to do business in the State of Connecticut, with a business mailing address of XXXX (hereinafter “the Contractor”), acting herein by XXXXXX, its XXXXXX is made this XX day of XXX, 2021 (the “Contract”).

WHEREAS, HACD issued an Invitation for Bid for Plumbing Services pursuant to IFB No. B21003 (hereinafter “IFB”); and

WHEREAS, Contractor submitted a bid to provide services in response to the IFB (“Contractor’s Bid”); and

WHEREAS, HACD has determined that Contractor is the lowest responsive and responsible bidder to the IFB; and

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

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

1. Term

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



**IFB No. B21003, Plumbing Services
CONTRACT NO. C21003**

2. Services

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

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

3. Contract Sum for HACD

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

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

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

4. Method of Payment

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

(i) The Contractor shall submit an invoice for Services not more frequently than on a monthly basis via email to AccountsPayable@hacdct.org or by mail to:

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

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

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



**IFB No. B21003, Plumbing Services
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- Applicable Contract Number;
- Description of Services rendered, including date of Service, total hours billed for Service, the location or site where Service was performed, the rate charged for the Service;
- Any other supporting documentation for Services reasonably requested by HACD;
- Total dollar amount being invoiced.

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

5.0 Commencement Date

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

6.0 Contractor's Obligations

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

- 6.1 Performance of Work:** Contractor agrees to fully perform the Services in a good, complete, thorough and workmanlike manner. All work performed and all materials furnished in connection with the Service shall be in accordance with the standard practices of the trade. In the event the Contractor, in the opinion of the Owner, fails to supply or materially delays (a) properly skilled workmen, (b) material of proper quality, (c) the performance and discharge of its work with promptness, diligence or in a workmanlike manner or, (d) fails to abide by appropriate codes, then, in each instance, the Owner shall have the right at Owner's sole discretion, to terminate the Contract.
- 6.2 Supervision and Oversight:** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to HACD properties pursuant to this Contract.
- 6.3 Qualified Personnel:** The Contractor warrants and represents that it shall assign only qualified personnel ("Qualified Personnel") to perform the Services. For the purposes of this Contract, the term "Qualified Personnel" shall mean those personnel that have been investigated, tested and trained to perform the Services in the manner required by this Contract and, as proposed by the Contractor within its response to IFB No. B21003.



**IFB No. B21003, Plumbing Services
CONTRACT NO. C21003**

6.4 Insurance Requirements:

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

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

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

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

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

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

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

**Housing Authority of the City of Danbury
2 Mill Ridge Road**



**IFB No. B21003, Plumbing Services
CONTRACT NO. C21003**

**Danbury, CT 06811
Attn: Procurement Director**

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.



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CONTRACT NO. C21003**

9.0 Applicable Laws:

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

10.0 Disputed Billings (Charges):

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

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

- 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



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satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that HACD has the right to issue unilateral addendums to this Contract, but the Contractor does not have the same right). The other party shall, within 10 business days, respond in writing to the other party (however, HACD shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, HACD shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:

- 11.1.1** If the Contractor is in material breach of the Contract, HACD may promptly invoke the termination clause detailed within Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts—(With or without Maintenance Work)*, which is attached hereto, made a part hereof and incorporated herein by reference and terminate the Contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.
 - 11.1.2** Prior to termination, HACD may choose to warn the Contractor, verbally or in writing, of any issue of non-compliance or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. HACD shall maintain in the Contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten 10 business days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with HACD's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing HACD's alleged incorrect action(s).
 - 11.1.3** After termination, if the Contractor does not agree with HACD's termination, the Contractor shall have 10 business days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HACD's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HACD's alleged incorrect action(s).
- 11.2 Termination For Cause and Convenience:** As detailed within Clause No. 3 Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts—(With or without Maintenance Work)*, attached hereto, made a part hereof and incorporated herein by reference, HACD may terminate this Contract with or without cause.



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

12.2.1 funding for Services is not available;



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- 12.2.2** legal restrictions are placed upon the expenditure of monies for Services or supplies; or,
- 12.2.3** HACD's requirements change after award of the Contract.
- 12.3** Unless otherwise stated in the IFB documents, any and all local, State or Federal permits which are required by Contractor to provide the Services described herein shall be the sole responsibility of the Contractor.
- 12.4 Taxes:** All persons doing business with HACD are hereby made aware that HACD is exempt from paying Connecticut State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon written request from Contractor.
- 12.5 Government Standards:** It is the responsibility of the Contractor to ensure that all Services conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control, and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 12.6 Work on HACD Property:** If the Services under this Contract involve work by the Contractor on HACD property, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property while performing the Services and, except to the extent that any such injury is caused solely and directly by HACD's negligence, Contractor shall indemnify HACD, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or sub-contractors arising from said Services.
- 12.7 Official, Agent and Employees of HACD Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of HACD in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 12.8 Sub-contractors:** Unless otherwise stated within the IFB documents, the Contractor may not use sub-contractors to accomplish any portion of the Services described within the IFB 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 IFB 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



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its employees used in the performance of this Contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

- 12.10 Attorney's Fees:** In the event that litigation is commenced by either party in connection with the enforcement of any provision, term or condition of this Contract, the prevailing party, as judicially proven, shall pay all court costs and other reasonable expenses of such litigation, including reasonable attorneys' fees.
- 12.11 Independent Contractor:** Unless otherwise stated within the IFB documents or the Contract, the Contractor is an independent Contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither party shall have any authority to bind the other in any way.
- 12.12 Severability:** If any provision of this Contract or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 12.13 Waiver of Breach:** A waiver by either party of any term or condition of this Contract in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Contract shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 12.14 Time of the Essence:** Time is of the essence under this agreement as to each provision in which a time of performance is provided or specified.
- 12.15 Limitation of Liability:** In no event shall HACD be liable to the Contractor for any claim of direct, indirect, incidental, consequential or exemplary damages.
- 12.16 Indemnification:**
- 12.16.1** The Contractor shall indemnify, defend, and hold HACD, its officers, employees, and agents, harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this Contract, (3) comply with the any law, ordinance, or decree; or (4) ensure that the any authorized subContractors abide by the terms of this provision and this Contract; provided,



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however, that Contractor will not be required to indemnify HACD against any loss or damage which was specifically caused by HACD providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

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

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

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

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

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

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,



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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 sub Contracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

12.18 Additional Federally Required Orders/Directives: Both parties agree that they will comply with the following laws and directives, where applicable:

12.18.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

12.18.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The HA hereby extends this requirement to the Contractor and its private Contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

12.18.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage Services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, HACD requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

12.18.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

12.18.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

12.18.6 HUD Information Bulletin 909-23 which is the following:

12.18.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

12.18.6.2 Clean Air and Water Certification; and,



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12.18.6.3 Energy Policy and Conversation Act.

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

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

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

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

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



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15.0 Appendices, Exhibits and Schedules:

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

15.1.1 **Appendix No. 1:** Form HUD-5369B, HUD-5370-C, *General Conditions for Non-Construction Contracts, Section I & II*

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

15.1.3 **Appendix No. 3:** Scope of Services, as agreed up between HACD and the Contractor; including original IFB No. B21003

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

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

16.0 DEFINITIONS

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

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

XXXXXXXXXX:



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By: _____ **Date:** _____

Print: _____

Title: _____

Housing Authority of the City of Danbury:

By: _____ **Date:** _____

Print: _____

Title: _____

SAMPLE