



INVITATION FOR BID
CHIMNEY CLEANING & REPAIR SERVICES
IFB NO. B24004

Housing Authority of the City Of Danbury
Danbury, Connecticut 06811

Issue Date: April 22nd, 2024

Bid Due/Public Opening Date: May 13th, 2024 at 10:30am (EST)

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





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I. INTRODUCTION

The Housing Authority of The City of Danbury (HACD) hereby issues this Invitation for Bid (IFB) for a qualified licensed firm to provide chimney cleaning and repair 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 RIGHTS

1. HACD reserves the right to reject any or all Bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the HACD to be in its best interests.
2. HACD reserves the right not to award a contract pursuant to this IFB.
3. HACD reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful Bidder(s).



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4. HACD reserves the right to determine the days, hours and locations that the successful Bidder(s) shall provide the services called for in this IFB.
5. 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 Director of Procurement.
6. HACD reserves the right to negotiate the fees proposed by the Bidder entity.
7. 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.
8. HACD shall have no obligation to compensate any Bidder for any costs incurred in responding to this IFB.

V. SCOPE OF WORK

A. SCOPE OF SERVICES

HACD intends to implement a cleaning and inspection program for approximately 280 oil furnace venting chimneys located throughout the greater Danbury area.

1. Cleaning and Inspection

A schedule of units to be serviced will be provided by HACD and must be followed precisely as we are required to provide tenants with advanced notice. The awarded Bidder must adhere to all relevant safety requirements. After each unit is serviced a report of recommended improvements or necessary repairs to maintain the system in proper operating condition must be provided. This report must contain an itemized estimate of parts, material, and labor costs. NO repairs or improvements will be undertaken without specific authorization from HACD.

Inspection services will include but not limited to:

- Inspect for debris
- Inspect damper to ensure proper movement and fit against the smoke shelf
- Remove all Deposits greater than 1/8th of an inch
- Check for any damaged bricks, flue liners, cracks, etc
- Perform Chimney Sweep
- CSIA Certified Chimney Sweep
- Minimize soot and debris exposure in the home



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VI. BID FORMAT

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

A. BID SUBMITTAL

Tab 1, Bid Price: The form Billing Rates 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 as a part of the Bid submittal.

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

Form HUD-5369-B, *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 as a part of the Bid submittal.

Tab 5, Services:

The Bidder shall set forth its services which at a minimum shall detail documentation showing:

- Understanding of required scope of service
- Business License
- Management Plan
- Demonstrated Experience
- References

Tab 6, Equal Employment Opportunity:

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



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VII. BID SUBMISSION

All bids must be submitted and time-stamped received in the designated location no later than May 13th, 2024 at 10:30 am (EST). A total of 1 original signature copy (marked "ORIGINAL") and 1 exact copy (each of the 2 separate Bid submittals shall have a cover and extending tabs) of the Bid submittal, shall be placed unfolded in a sealed package and addressed to:

Housing Authority of the City of Danbury
Attention: Ms. Lisa Gilchrist, Purchasing Agent
IFB No. B24004 – Chimney Cleaning
2 Mill Ridge Road
Danbury, CT 06811

The package exterior must clearly denote the above noted IFB No. B24004 and must have the Bidders 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. Bidders 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 Bidder, 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.



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B. SUBMISSION RESPONSIBILITY

It shall be the responsibility of each Bidder 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 Bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the Bidder not authorized in writing to exclude any HACD requirements contained within the documents may cause that Bidder to not be considered for award.

C. BIDDER RESPONSIBILITY

It is the responsibility of the Bidder to address all communication and correspondence pertaining to this IFB process to the Purchasing Agent only. Bidders 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.

1. 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 May 2nd, 2024 by 2:00pm (EST).

In order to maintain a fair and impartial competitive process, HACD can answer questions only in response to written questions received within the specified time frame. HACD must avoid private communication with the prospective Contractors during the solicitation period. Written questions will be the only opportunity for Bidders to ask questions as to form and content.

VIII. BID EVALUATION:

A. PUBLIC OPENING

All bids received by the submission deadline will be opened and publicly read aloud on May 13th, at 10:30am (EST); location: 2 Mill Ridge Rd, Danbury, CT 06811. At the bid opening HACD will only 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.



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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. 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.

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.



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IX. 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, the Bidder agrees to abide by all terms and conditions pertaining to this IFB. HACD has no responsibility to conduct any negotiations pertaining to published requirements after the submittal deadline.

C. CONDITIONS

1. Contract Form

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. Negotiations for a new fixed rate for each contract extension are permissible.

E. CERTIFICATE OF INSURANCE

The successful Bidder 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 Bidder, or by anyone directly or indirectly employed by Bidder; 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

BID PRICING

INVITATION FOR BID (IFB) NO. B24004, Chimney Cleaning & Repair Services

BID PRICE
(Attachment A)

Chimney Sweep: \$ _____/unit

Hourly Service Rate: \$ _____

OT/Holiday Rate: \$ _____

Please note that normal business hours are 7am-5pm Monday-Thursday, OT hourly rate shall only apply outside this timeframe and must be approved by HACD. Hourly rates begin upon arrival at location, and HACD will not reimburse travel time

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

ATTACHMENT B

PROFILE OF FIRM

INVITATION FOR BID (IFB) NO. B24004, Chimney Cleaning & Repair Services

<p>PROFILE OF FIRM FORM (Attachment B)</p>
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This Form must be fully completed

Name of Firm: _____ Telephone: _____ Fax: _____

Street Address, City, State, Zip: _____

Identify Principals/Partners in Firm:

NAME	TITLE	% OF OWNERSHIP

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

NAME	TITLE

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

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

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

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

INVITATION FOR BID (IFB) NO. B24004, Chimney Cleaning & Repair Services

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

WMBE Certification Number: _____

Agency: _____

Federal Tax ID No.: _____

Business License No.: _____

State of _____ License Type and No.: _____

Worker's Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

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

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

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

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

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

Signature

Print

Title

Company

Date

ATTACHMENT 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 II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

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

1. Minimum Wages

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

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

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

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

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

5. Disputes concerning labor standards

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

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

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

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

Full Name: _____

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

SECTION 3 INDIVIDUAL LOW-INCOME PERSON

Voluntary Self-Certification Form

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

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

Print Name

Phone	Email
-------	-------

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

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
CONTRACT NO. C21003**

- 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.



**IFB No. B21003, Plumbing Services
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



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

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