

**Town of Hamden
Contract for Professional Services**

This agreement ("Agreement") is made by and between the Town of Hamden, 2750 Dixwell Avenue, Hamden, CT 06518, a municipal corporation, having its territorial limits within the County of New Haven, and State of Connecticut (The "Town") and UHY Advisors (the "Consultant") (collectively the "Parties"), and effective as of the date that this Agreement is signed by the mayor (the "Effective Date").

WHEREAS, the Town seeks to effectively and efficiently administer projects and programs funded by the American Recue Plan Act of 2021 (ARPA).

WHEREAS, the Consultant is to perform oversight and administration of ARPA funding as well as compliance with federal funding authority requirements as needed and as requested by the Town of Hamden as outlined in the Town of Hamden's Request for Proposals #24-02 Consultant Services for the American Rescue Plan Act of 2021 (Exhibit A) and the Consultant's proposal dated August 3, 2023 (Exhibit B).

NOW THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Town and Consultant agree as follows:

1. **SERVICES AND COSTS:** A description of the services that Consultant agrees to provide and the attendant costs for those services, along with additional terms and conditions, are set forth in detail in this agreement, Exhibit A and B to this Agreement. Consultant expressly understands and accepts that under no circumstances can the Town enter into an agreement that exceeds any amount set forth via appropriation or purchase order. Consultant expressly understands and accepts that this Agreement is subject to the passage of all necessary appropriations and that a failure to appropriate renders the Agreement null and void, with no liability to the Town or cause of action for the Consultant. The costs for Consultant's services shall be invoiced for staff hours incurred in accordance with the rates outlined in Exhibit B, as compensation for the Consultant's services to be performed but in no event shall such costs exceed the annual allocation as set forth below:

Contract Period	Start Date	End Date	Max Amount
Year 1 (2023)	10/1/2023	12/31/2023	\$ 17,094
Year 2 (2024)	1/1/2024	12/31/2024	\$ 68,375
Year 3 (2025)	1/1/2025	12/31/2025	\$ 68,375
Year 4 (2026)	1/1/2026	12/31/2026	\$ 68,375
Year 5 (2027)	1/1/2027	3/31/2027	\$ 17,094
Totals			\$ 239,313

Annual fees are all inclusive and include travel, supplies, etc. Payment shall be made to the Consultant within 30 days of receipt of invoice.

2. COMMENCEMENT AND COMPLETION: Following completion of this Agreement, the Consultant shall commence work with 5 days from the date of notice to proceed issued by the Town. The Consultant agrees to complete the work in accordance with the Agreement Specifications set forth in Exhibit A and B, but not later than March 31, 2027. Consultant agrees to adhere to the time schedule for the work as agreed to between the parties.

3. INSURANCE: Consultant shall secure and maintain the types and amounts of insurance set forth in Exhibit C to this Agreement during the life of this Agreement.

4. INDEMNIFICATION: Consultant shall defend, indemnify, and save harmless, the Town, its officers, agents, servants, and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees, and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the performance of any work or services relating to this contract based upon any act, omission, or negligence of Consultant or any of Consultant's employees agents, servants, subcontractors, or any other person or persons, including but not limited to the Town, its agents, officers, servants, or employees. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the Town.

5. ASSIGNMENT: Consultant shall not assign this Agreement without the Town's prior written consent. Any attempt to assign this Agreement without the Town's prior written consent shall render such assignment null and void.

6. SUCCESSORS: This Agreement will bind and inure to the benefit of the Parties' heirs, personal representatives, executors, administrators, successors, and assigns.

7. NON-COLLUSION: Consultant declares that, as of the Effective Date of this Agreement, no Town official, directly or indirectly, has a financial interest in the Contract and, furthermore, Consultant pledges to notify the Mayor of the Town, in writing, should any Town official acquire, directly or indirectly, a financial interest in this Agreement. Consultant further declares that, as of the Effective Date of this Agreement, it has not given or donated, or promised to give or donate, directly or indirectly, to any official or employee of the Town, or to anyone else, for any benefit, any sum of money or other thing of value for aid or assistance in obtaining this Agreement and, furthermore, Consultant pledges that neither Consultant nor any other officer, agent or employee of Consultant will give or donate, or promise to give donate, directly or indirectly, to any official or employee of the Town, or anyone else for benefit of Town officials, any sum of money or other thing of value, for aid or assistance in obtaining any contract with the Town.

8. TERMINATION: If Consultant fails to fulfill its obligations under this Agreement,

violates any of the covenants, agreements, or stipulations of this Agreement, or if the Town deems that the Consultant's conduct could have a negative effect on the reputation of the Town, the Town shall have the right, in its sole discretion, to terminate this Agreement immediately. The Town also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Consultant of such termination specifying the date of such termination. Upon termination of the Agreement, the Town shall have no obligation to pay Consultant for services not performed or goods not received.

9. RELEASE OF CLAIMS: The acceptance by Consultant, or Consultant's successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the Town from any and all claims, demands and causes of action whatsoever which Consultant, or Consultant's successors or assignees, have or may have against the Town under the provisions of this Agreement.

10. INDEPENDENT CONTRACTOR: Consultant shall be deemed to be an independent contractor and shall be wholly responsible because services are provided/performed under the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees, agents, and Consultant, or Consultant's employees, and agents. Consultant assumes exclusively the responsibility for and agrees to indemnify and hold the Town harmless from the negligent acts of Consultant's employees and agents as they relate to the goods services to be provided during the course and scope of their employment. Consultant and Consultant's agents and employees shall not be entitled to any rights and privileges of Town employees and shall not be considered in any manner to be Town employees.

11. BREACH: Upon a breach of this Agreement, the Town may withhold any payments to Consultant to off-set its damages until such time as the exact number of damages due to the Town is determined.

12. EQUAL EMPLOYMENT OPPORTUNITY: The Consultant agrees and warrants that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction systems, political belief, military or veteran status, physical disability, including, but not limited to blindness, or criminal record in accordance with §46a-60(a)(I), 46a-80(b), or 46a-81(b) of the Connecticut General Statutes in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Hamden unless it is shown that such disability prevents performance of the work involved. Consultant also agrees to provide the Affirmative Action Officer of the Town of Hamden with such information that they may request concerning its employment practices and procedures as related to the provisions of this Section.

13. ADA ACCOMMODATIONS: Consultant, in performing this Agreement, will, always, comply with the Americans with Disabilities Act (ADA). Specifically, the Consultant is hereby notified that the Town must comply with the requirements of the ADA and that Consultant, as the provider of the services set out herein, must also comply with the ADA.

14. BACKGROUND CHECKS: Consultant agrees to submit, and to subject any of Consultant's employees to, all necessary background checks, which may include fingerprinting and drug screening. Failure of Consultant or any of Consultant's employees to pass any of the above may result in immediate termination of this Agreement.

15. ENTIRE AGREEMENT; AMENDMENT: This Agreement constitutes the entire Agreement between the Parties, and supersedes all prior representations, understandings, and agreements of the Parties. The Parties agree that they have not relied on any representations, promises or agreements of any kind from the other Parties in connection with their decision to enter into this Agreement. This Agreement may not be modified, altered, amended, or changed except upon express written consent of all Parties where specific reference is made to this Agreement.

16. GOVERNING LAW; INTERPRETATION: This Agreement will be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of law provisions. To the extent that any court action is permitted consistent with or to enforce any part of this Agreement, the Parties hereby consent to the exclusive jurisdiction of the state and federal courts of the State of Connecticut. Accordingly, with respect to any such court action, Consultant and its successors and assigns, (a) submit to the personal jurisdiction of such courts; (b) consent to service of process; and (c) waive any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction, venue, or service of process. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and such provision cannot be modified to become legal and enforceable, excluding the general release language, such provision will immediately become null and void, leaving the remainder of this Agreement in full force and effect.

17. RETENTION OF RECORDS: All files and/or drawings developed through this Agreement shall be considered the report of the Town of Hamden, whether or not an assignment is completed. Consultant shall retain records in accordance with federal, state and local law. Town shall have access to all files and may request that all or part of the files be returned before the expiration of any retention period.

18. NOTICES AND REPRESENTATIONS: The Parties represents and agree: (a) that they have read this Agreement and understand and agree with all the terms and conditions of this Agreement, (b) that they enter into this Agreement freely, knowingly and voluntarily, and (c) that they have been advised, and have had the opportunity, to consult with an attorney of their choice prior to executing this Agreement,

19. COUNTERPARTS: This Agreement may be executed by the Parties in separate counterparts, which taken together constitute one Agreement. This Agreement may be executed more than once so that each party may hold a duplicate original.

20. AUTHORITY TO EXECUTE: The Parties agree that the signatories appearing below

have the authority and are duly authorized to execute this Agreement on behalf of the part to the Agreement.

21. CONFLICTING PROVISIONS: If any terms of any document attached to this Agreement conflict with the terms contained in this Agreement, the terms of this Agreement shall supersede and control.

BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, ENTER INTO THE AGREEMENT KNOWINGLY, VOLUNTARILY, AND OF THEIR OWN FREE WILL, UNDERSTAND ITS TERMS AND THEIR SIGNIFICANCE, AND INTEND TO ABIDE BY ITS PROVISIONS WITHOUT EXCEPTION.

TOWN OF HAMDEN, CONNECTICUT



Lauren Garrett, Mayor
Duly Authorized

CONSULTANT- UHY ADVISORS



Managing Director, Duly Authorized



**TOWN OF HAMDEN
CONNECTICUT
REQUEST FOR PROPOSALS**

EXHIBIT
A

**RFP #24-02 CONSULTANT SERVICES FOR
THE AMERICAN RESCUE PLAN ACT OF 2021**

The Town of Hamden is seeking specialized project development and grant management consulting services to ensure compliance with federal regulations while maximizing the recovery of and beneficial uses of the ARPA funds.

Specifications and the form of proposal on which bids must be submitted may be obtained at the Purchasing Office, Hamden Government Center 2750 Dixwell Avenue, Hamden between the hours of 8:30 A.M. and 4:30 P.M., telephone (203) 287-7110. This Bid and Addenda's may be downloaded at <https://portal.ct.gov/DAS/CTSource/BidBoard>.

It is the responsibility of the vendor to check the website for such addenda prior to submission of any Bid or RFP. Failure to address any addenda relating to the bid of interest may disqualify submitted proposals.

It is the sole responsibility of the responder to see that the proposal is in the hands of the proper authority prior to the opening.

The last day to submit questions to purchasing@hamden.com is **Monday, July 24, 2023, at 12:00PM.**

Sealed proposals (**1 original, 3 copies, and an electronic file on a flash drive**) must be received at the Finance Office, Hamden Government Center, 2750 Dixwell Avenue, Hamden, CT 06518, and be held in the Purchasing lock box, on or before **Tuesday, August 1, 2023, at 11:00AM** at which time they will be publicly opened.

The Town of Hamden reserves the right to accept or reject any or all options, bids, or proposals; to waive any technicality in a bid or part thereof submitted, and to accept the bid deemed to be in the best interest of the Town of Hamden.

Philip W. Goodwin
Purchasing Agent

SPECIFICATIONS FOR ARPA CONSULANT
HAMDEN, CONNECTICUT

The Town of Hamden received \$24.0 million as part of the American Rescue Plan Act of 2021 (“ARPA”) to address local needs generated by the COVID-19 pandemic. The Town is seeking specialized project development and grant management services to ensure compliance with federal regulations while maximizing the recovery of and beneficial uses of the ARPA funds in the local community. These services include supporting the Town with project management design and oversight and ensuring accountability, transparency, and compliance with all federal requirements. The Town intends to fund the services through administrative overhead allowable under the American Rescue Plan Act.

Vendors responding to this Request for Proposals must have sufficient staff and expertise to complete the required services. The Vendor must agree that all personnel assigned to this project are qualified for this type of work.

The vendor selected will assign one qualified individual who will be the firm's day-to-day contact person who will be responsible for directing and coordinating the activities of the firm's personnel in all aspects of the project.

SCOPE OF SERVICES

The Town seeks professional services from firms with expertise in oversight and administration of ARPA funding as well as compliance with federal funding authority requirements. This will include attending community and Legislative Council meetings. The scope of work includes, but is not limited to, the following elements:

Financial advisory services.

- Provide expert guidance and advisory services regarding all applicable legislation, regulation, policies, and rules related to ARPA federal recovery funds.
- As applicable, assess and catalog available funding to prioritize needs, including the creation of a strategy that defines when and how funds should be used, from most to least restrictive, to maximize all resources.

Communication Services

- Assist the Town with creating presentations and communications materials for the Legislative Council, community stakeholders and the public.

- Attend relevant meetings with local, state, and federal agencies in conjunction with or on behalf of the Town.
- Advise the Town of all notice and public hearing requirements as required by federal and state regulations.

Project Development Services.

- As applicable, develop program guidelines, policies, procedures, implementation plans or other pertinent documents (i.e., project scope, programs, budgets, deliverables...).
- Communicate with elected officials, the community, and other stakeholders. Development of data, narrative, graphics, visualizations, and other content for use in communications, project proposals, presentations, public outreach materials, website, and other applications.
- Identify relevant funding source deadlines, including application, expenditure, and reporting deadlines and closeout requirements.
- Provide monthly status reports to the Administration and to the Legislative Council.

Project Management Services.

- Provide project management services, including project oversight, compliance with project and/or grant requirements, and compliance with general federal and state guidelines related to administrative expenses, accountability, transparency, and contracting. Firms must have no conflict of interest representing the Town and make an affirmative statement to that effect.
- Assist the Town with tracking outcomes of recovery spending.

Cost Tracking, Accounting, and Reporting Services.

- Assist the Town with expanding the Town's capacity for cost tracking, public accounting, and fiscal management.
- Coordinate with Town staff to obtain all costs and necessary supporting documentation.
- Work with the Town to develop an electronic system for tracking and management expenses, applications, documentation, and information sharing.
- Work with the Town to ensure that the Town is following processes that meet all federal reporting requirements.

- Review contracts and purchasing documentation to ensure cost recovery and compliance with expenditure's using federal funds.
- Provide the Town with grant/funding close out services to ensure funding is retained.
- Resolve any requests for information, justification, audit findings and eligibility appeals.

Monitoring Services.

- Assist the Town with developing a process to oversee grants distributed to outside organizations, including communicating the terms and conditions of funding to relevant vendors.
- Assist the Town with ensuring costs and/or proposed budgets for vendors are necessary and reasonable for the activity provided.
- Assist Town staff with reporting, disbursing, and financial oversight functions.
- Assist the Town with devising and implementing fraud prevention and abuse practices.
- The selected Vendor(s) may be requested to directly review spending by outside organizations to ensure compliance with federal and state requirements.

MINIMUM QUALIFICATIONS

To be eligible for consideration, a duly authorized representative of the respondent firm must certify in writing, that firms have had at least five years of documented experience advising government clients on compliance with federal grants; including by not limited to identification of authorized uses of such funds and any subsequent reporting requirements. Firms shall have no conflict of interest in representing the Town.

EVALUATION AND AWARD

The Vendor's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted.

The background and experience of the Vendor in providing similar services (especially to other municipalities) as well as the specific background, education, qualifications, and relevant experience of key personnel to be assigned to this contract.

Proposed fees and costs.

TOWN OF HAMDEN

GENERAL REQUEST FOR PROPOSAL SPECIFICATIONS -- PART A

Proposals shall be made on the RFP forms furnished by the Town, without alteration. Proposals shall be submitted in a sealed envelope, stating on the outside of the envelope the words "RFP DOCUMENTS", the Town's RFP number, the title of the Project, the title of the RFP package for which a RFP is being submitted, and the time and date of the RFP opening.

All Responders shall provide Single sided (one original and three copies) and one electronic copy of your RFP unless otherwise specified.

Proposals received after the RFP opening deadline shall be rejected. All spaces on the RFP form must be filled in with figures and words or the Town, in its sole discretion, may reject the Proposal as non-responsive. No faxed or emailed Proposals are allowed.

Applicable If Checked

RFP SECURITY: If a security of a certified check or bid bond for 5% of the total is requested, such Security will be returned upon signing of the contract. Checks or bonds must be made to the order of the "Town of Hamden". Security may be held by the Town of Hamden for a period not to exceed 90 days from the date of the opening of the proposals for the purpose of reviewing the proposals. A separate Security must accompany each proposal presented. This is only when a Security is requested in the Proposal Specifications

LIQUIDATED DAMAGES: The successful bidder, upon his/her/its failure or refusal to sign the contract within five (5) business days of receipt of the contract from the Town, shall forfeit to the Town as liquidated damages for such failure or refusal an amount equal to the security deposited with his/her Proposal.

The Town may make such investigations and conduct such scope reviews as deemed necessary by the Town in order for the Town to determine the ability of the Responder to perform the work and the Responder shall promptly, upon the Town's request, furnish to the Town all such data for this purpose. The Town expressly reserves the right to reject a Proposal if, in the Town's sole discretion, the Town determines that an RFP is non-responsive, a Responder is not responsible, a Responder is not qualified to perform the work, or the Town otherwise determines that the award of a contract to the Responder is not in the best interest of the Town. Conditional RFPs will not be accepted.

SUBCONTRACTORS: The Responder is specifically advised that any person, firm or other party to whom Responder intends to award a subcontract or purchase order must be acceptable to the Town and that approval of the proposed subcontract award cannot be sought from the Town unless and until the successful Responder submits all information and evidence to the Town regarding the qualifications, experience and responsibility of the proposed subcontractor. Although the Responder is not required to attach such information to its Proposal, the Responder is hereby advised of this requirement so that it may plan accordingly and prevent delays.

MODIFICATION: Any Responder may modify his/her/its Proposal prior to the scheduled deadline for receipt of Proposals. See paragraph one above.

The Responder wishing to modify its Proposal shall submit such modified Proposal in accordance with paragraph one above, shall unequivocally indicate that its prior Proposal is superseded by the modified Proposal and shall submit its modified Proposal in an envelope clearly marked "**MODIFIED PROPOSAL**".

ERRORS: The Town, in its sole discretion, reserves the right to waive typographical or technical defects in the Proposal, as well as its right to correct an award erroneously made as a result of a clerical error on the part of the Town of Hamden.

PERMITS/LICENSES: All applicable permits and licenses shall be obtained at the sole cost of Responders. No permits or permit fees shall be waived by the Town unless otherwise stated in the Town's Request for Proposal or Instructions to Responders.

OBLIGATIONS OF RESPONDER: Each Responder shall, prior to submitting a Proposal, familiarize itself with the conditions under which the work will be performed and conduct its own due diligence. Responders shall be presumed to have read and to be thoroughly familiar with the specifications and all RFP documents. The failure of any Responder to request, receive or examine any information or the failure of the Responder to familiarize itself with the conditions relating to the performance and timing of the work shall in no way relieve any Responder from any obligation in respect to the Proposal and shall not subject the Town to any liability whatsoever.

Furthermore, the Responder is responsible for being aware of and conforming in all respects to all existing Federal, State of Connecticut, and Town of Hamden Statutes, Ordinances, Regulations, laws and other legal applicable legal requirements, regardless of whether any such applicable requirements are specifically identified in the RFP documents.

WITHDRAWAL OF PROPOSALS: Proposals may be withdrawn prior to the time fixed for opening by submitting written notification of withdrawal to the Town prior to the RFP opening deadline.

Negligence or mistake on the part of the Responder in preparing the Proposal confers no right of withdrawal or modification of the Proposal after such Proposal has been opened.

"OR EQUAL" CLAUSE: Whenever a material, article or piece of equipment is identified in the RFP document by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended to establish a standard, unless otherwise stated; any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design may be considered equally acceptable if, in the opinion of the Town, the material, article, or equipment so proposed is of equal substance and function. Any substitutions must be approved in writing by the Purchasing Agent or his designee, who shall have sole discretion to determine the acceptability of the proposed substitute.

PATENTS: The contractor shall indemnify, defend and hold harmless the Town and its officers, agents, and employees from and against liability and costs of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Town unless otherwise specifically stipulated in the contract or RFP documents.

NON-COLLUSIVE RFP STATEMENT: All Responders shall be required to sign the non-collusive statement attached.

FUNDING: The municipal non-appropriation clause may be applicable.

Applicable if checked.

PERFORMANCE AND **PAYMENT BONDS:** To ensure the delivery of goods and services in conformity with the specifications provided and payment of all subcontractors and suppliers,

Responders shall provide payment and performance bonds for any project (1) which is governed by Connecticut's Little Miller Act, C.G.S. §49-41 or (2) for which the Town requires the provision of payment and performance bonds. Successful Responders shall provide the Town with payment and performance bonds, at the Responder's expense, each for the full amount of the contract awarded.

The Town shall be the Obligee under each bond and the bonds shall be issued by a company authorized to conduct surety business in the State, listed on the U.S. Department of the Treasury's List of Approved Sureties and subject to approval by the Town.

INSURANCE: The contractor will provide adequate proof of insurance to the Town for the types of insurance and limits indicated below, providing for all of its operations performed in compliance with this contract.

The successful Responder shall obtain and pay for the insurance coverage described below with the indicated minimum limits. Responders agree to furnish Certificates of Insurance to the Town and/or its Board of Education, certifying coverage to be in effect for the term of this contract and that the Town and/or Board of Education will be given sixty (60) days prior written notice of cancellation or non-renewal.

These requirements if checked also apply to any subcontractor or common carrier used by the Responder.

I. WORKERS COMPENSATION

a) Connecticut	Statutory Limits
b) Applicable Federal	Statutory Limits
c) Employer's Liability	\$100,000 per Accident
	\$100,000 Disease per Employee
	\$500,000 Policy Limit

II. COMMERCIAL GENERAL LIABILITY

Bodily injury and Property Damage	
Each Occurrence	\$1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 5,000
Personal Injury/Advertising	\$ 1,000,000
General Aggregate	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 1,000,000

Coverage to include Premise-Operations, Contractors Protective Liability, Products & Completed Operations, Explosion, Collapse & Underground, Contractual Liability, & Broad Form Property Damage.

III. BUSINESS AUTOMOBILE LIABILITY (including owned, hired & non-owned vehicles) Liability (Combined Single Limit) \$1,000,000

(If hazardous material or potential pollutants are transported, MCS90 – Accidental Pollution coverage is required)

- | | | |
|--------------------------|---|--|
| <input type="checkbox"/> | IV. UMBRELLA/EXCESS LIABILITY (If required)
Liability Limit – Each Occurrence over primary
Self-Insured retention | \$3,000,000
\$10,000 |
| <input type="checkbox"/> | V. RAILROAD PROTECTIVE LIABILITY (If required)
Bodily Injury and Property Damage | \$1,000,000 Each Occurrence
\$1,000,000 Aggregate |
| <input type="checkbox"/> | VI. POLLUTION LIABILITY (If required)
Bodily Injury and Property Damage | \$1,000,000 Each Occurrence
\$1,000,000 Aggregate |
| <input type="checkbox"/> | VII. PROFESSIONAL LIABILITY (If required) | \$3,000,000 Each Occurrence
\$3,000,000 Aggregate |
| <input type="checkbox"/> | VIII. MONEY & SECURITIES-BROAD FORM
Limit | \$(<u>Insert Limit</u>) |

IX. The Town of Hamden and/or Hamden Board of Education to be named as an additional insured on all insurance policies, except Workers Compensation and Professional Liability. Vendor coverage shall be primary and non-contributory. A waiver of subrogation shall apply in favor of the Town of Hamden on all policies except Professional Liability.

X. To the fullest extent permitted by law, the Responder shall defend, indemnify and hold the Town of Hamden and Hamden Board of Education harmless from and against any and all claims, losses, expenses, judgments, injuries to persons and/or property resulting out of, and alleged to result from or arise out of the performance of this contract and resulting from and alleged to result from the Responder's negligence.

ITEM VII AND VIII MUST APPEAR ON THE FACE OF THE INSURANCE CERTIFICATE IN THE SECTION ENTITLED "DESCRIPTION OF OPERATION"

Occupational Safety and Health Administration Requirements; Safety Compliance: According to Connecticut General Statutes, Section 31-53b (a) each contract entered into on or after July 1, 2007 , for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars (\$100,000.00) shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The contractor shall familiarize itself with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance. Moreover, contractor shall be solely responsible for full and timely compliance with all federal, state and local safety standards, rules and regulations.

INDEMNITY/HOLD HARMLESS: The contractor's and subcontractor's insurance policies will be endorsed to provide for the Town of Hamden and Hamden BOE to be named as an additional insured. To the fullest extent permitted by law; the contractor will defend, indemnify and save harmless the Town of Hamden and Hamden BOE from and against all claims, expenses, judgements, suits and actions related to injuries to and/or damage to the property as a result of, arising from or alleged to arise from the activities of the contractor, its servants and agencies acting for the contractor and from the performance of this Project.

CERTIFICATE OF INSURANCE: The Contractor, prior to the start of any work under this contract, shall provide the Town's Purchasing Office with a Certificate of Insurance to conform to the following:

- a. Form(s) acceptable to the Town of Hamden.
- b. Insurance provided by insurance companies authorized to write coverage in the State of Connecticut.
- c. Policy dates must cover the term of this contract.
- d. Certificate will provide for at least 30 days' notice to the Town of Hamden prior to cancellation.
- e. All additional insured certificates are to list the Town of Hamden.

Under no circumstances shall the Contractor begin work until (1) the contract for same shall have been signed by all parties, (2) the required bonds have been furnished by the Contractor and approved by the Town, (3) the required certificates of insurance have been filed with and approved by the Town's Purchasing Office and (4) the Contractor has been duly instructed in writing by the Town to proceed with the work. If the Contractor commences the work before the provisions referred to in this paragraph are fulfilled, the Town, in its sole option, may cancel or terminate the contract without penalty or liability chargeable to the Town.

LICENSURE: At the time of the Proposal submissions, Responders shall possess the necessary license(s) to perform the work that is the subject of this Request for Proposal.

NON-RESIDENT CONTRACTORS: Out of state Contractors must post a bond with the Connecticut Department of Revenue Services. The non-resident contractor must receive a Connecticut tax registration number by completing and submitting form REG-1. Non-resident contractors are directed to familiarize themselves and achieve full compliance with applicable requirements, including Form AU-766.

Non-Discrimination and Affirmative Action: The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all RFP documents, purchase orders, leases and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec.

46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

The successful Responder also agrees to comply with all provisions of the Town's Charter and Code of Ordinances – "Town of Hamden, Chapter 110, Business Transactions with Town". The contractor shall cooperate fully with the Connecticut Commission on Human Rights and Opportunities ("the Commission") and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities.

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and P.A 15-5 amended Subsecs. (a) and (c) by replacing references to the state or political subdivision of the state with references to awarding agency, amended Subsecs. (a)(2), (a)(3) and (f) to (h) by changing "commission" to "Commission on Human Rights and Opportunities", amended Subsec. (a)(4) by adding reference to Sec. 46a-86, amended Subsecs. (a) to (d) and (h) by adding references to municipal public works contracts and quasi-public agency project contracts, amended Subsec. (c) by adding references to commission re provision of representation or documentation, amended Subsec. (d) by deleting former Subdiv. (2) re quasi-public agency and redesignating existing Subdivs. (3) to (6) as Subdivs. (2) to (5) and made technical and conforming changes throughout.

Sec. 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The successful bidder also agrees to comply with all provisions of the Town's Charter and Code of Ordinances – "Town of Hamden, Chapter 110 "Business Transactions with Town". The contractor shall cooperate fully with the Connecticut Commission on Human Rights and Opportunities ("the Commission") and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.

Set Asides: If this Project is funded in whole or in part by State of Connecticut funds, Public Act 15-5 (§§58-71 and 88) requires that, effective with all contracts executed after October 1, 2015, all solicitations for municipal public works contracts funded in whole or in part with State funds state in the notice of solicitation that the contract must comply with the set asides mandated by Public Act 15-5. The set aside requirements include a requirement that 25% of the total value of contracts in excess of \$50,000.00 be set aside for exclusive bidding for "small contractors," as defined by Section 58 (a) (1), and 25% of such amount (that is, 6.25% of the total value), be set aside for "minority business enterprises," as defined by Section 58(a) (4). For contracts in excess of \$50,000.00, Responders must have obtained Commission approval of their Affirmative Action Plan prior to contract execution. **RESPONDERS ARE EXPRESSLY DIRECTED TO REVIEW PUBLIC ACT 15-5, SECTIONS 58-71 AND 88, TO FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF SUCH LAWS. RESPONDERS SHALL BE DIRECTLY AND SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF P.A. 15-5, SECTIONS 58 THROUGH 71 AND 88. THE TOWN ALSO DIRECT RESPONDERS' ATTENTION TO THE SECTIONS 63 AND 64 (NON-DISCRIMINATION REQUIREMENTS) AND 66-68 (AFFIRMATIVE ACTION REQUIREMENTS).**

Regardless of whether P.A. 15-5 is applicable to this Project, the contractor shall provide reasonable technical assistance and training to minority business enterprises to whom work is subcontracted to promote the participation of such concerns, to make a good faith effort to award a reasonable proportion of all subcontractors to such enterprises, and undertake such other reasonable activities or efforts as the Commission may prescribe to ensure the participation of minority business enterprises as contractors and subcontractors. The contractor shall include a provision in all subcontracts with minority business enterprises requiring the minority business enterprise to provide the Commission with such information on its structure and operations as the Commission finds necessary to make an informed determination as to whether the minority business enterprise is owned and operated by members of a minority group.

The contractor shall maintain full and accurate data, such as contract monitoring reports, for a period of three (3) years from the date of substantial completion of the project or for such longer period as is required by the law then in effect with regard to records retention. The contractor shall not discharge, discipline, or otherwise discriminate against any person who has filed a complaint, testified, or assisted in any proceeding with the Commission.

The contractor shall make available for inspection and copying any supporting data requested by the Commission and make available for interview any agent, servant, or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint of any matter relating to a contract compliance review.

CLAYTON ACT: The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15 or under Chapter 624 of the General Statutes of Connecticut arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

AWARD TO OTHER THAN THE APPARENT LOW RESPONDER: The Town of Hamden reserves the right to award the work to a Responder other than the one which submitted the lowest price if it deems such action to be in the best interest of the Town of Hamden.

WAGE RATES: Workers employed in the various occupations on this named project shall be required to receive the minimum rates established by the State of Connecticut Labor Department Division of Regulations of Wages.

PRICES: Prices quoted for merchandise, supplies, or equipment shall be the net prices delivered into the Town of Hamden.

Town of Hamden reserves the right to award separate items to separate Responders. Responders may indicate exceptions to this.

Responders must include Federal ID number or Social Security number to be considered for RFP approval.

DAVIS-BACON ACT - PREVAILING RATES OF WAGES

If this Project is subject to the Connecticut Prevailing Wage law, C.G.S. §31-53 *et seq.*, the Town of Hamden shall require the contractor to make payment of prevailing rates of wages in accordance with the wage section of the Davis-Bacon Act, Town of Hamden, Hamden Code, S 97.35 and State Statute 31-53, Part III. State Contracts and shall institute such investigations and periodic monitoring procedures as deemed necessary to determine compliance with labor standard provisions and the Federal requirements of the Act as amended.

AS PER THE TOWN OF HAMDEN AFFIRMATIVE ACTION RESOLUTION:

It is in the best interest of the Town to encourage minority and/or female business enterprise. Where two substantially similar Hamden Proposals are submitted, preference may be given to the minority and/or female contractor.

RESERVED RIGHTS OF TOWN:

The Town of Hamden reserves the right to accept or reject any or all RFPs or Proposals; to waive any technicality in an RFP or Proposal or part thereof submitted, and to accept the RFP deemed to be in the best interest of the Town of Hamden. Further, the Town reserves the right to split RFPs and quotations among two or more Responders.

The Town reserves the right to reject any Proposal submitted by a joint venture if the Town determines that any entity to the joint venture fails to satisfy the Town's requirements (i.e., bonding, insurance, qualifications, responsibility).

PREQUALIFICATION REQUIREMENT:

The Connecticut Department of Administrative Services' Contractor Prequalification Program (C.G.S §4a-100) requires all contractors to prequalify before they can propose on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality, estimated to cost more than \$500,000 and which is funded in whole or in part with state funds, If this requirement is applicable to the project that is the subject of this Request for Proposal, Responders shall provide their Proposal update statement with their Proposal.



TIME OF COMPLETION AND LIQUIDATED DAMAGES

Responders understand and acknowledge that timely completion of the Project is essential. Failure of the Contractor to achieve substantial completion of the Project within the calendar days stated herein will result in the Owner and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the Responder and the Town agree that, if the Contractor fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the Responder,

the sum of _____ (\$ _____) for each and every calendar day, including Saturdays, Sundays and legal holidays, that the Project remains incomplete. This sum shall not be imposed as a penalty, but as liquidated damages due Owner from Contractor by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

DISCREPANCY IN RFP FORM:

In the event of any discrepancy between the amount written in numerical figures and the amount stated in written words, the amount written in words will be controlling.

The Town of Hamden hereby notifies all Responders that the Town's contract with the successful Responder shall contain the following provision:

Payment to Vendor shall be withheld by the Town when any real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, police or fire extra duty, police vehicle use fees, or lien fees imposed, assessed or otherwise levied by the Town of Hamden and due from/payable by Vendor are delinquent.

For purposes of this Contract, a tax, fee, charge, or fine shall be deemed delinquent if it remains unpaid, in whole or in part, for a period of thirty (30) days following the date upon which payment of such tax, fee, charge, or fine was due, together with any accrued interest and penalties.

The Town expressly reserves the right, in its sole discretion, to set off against its account payable to Vendor and apply any sums due to Vendor by Town pursuant to this Contract to any delinquent real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, or lien fees imposed by the Town of Hamden and due from/payable by Vendor.

**TOWN OF HAMDEN
LEGISLATIVE COUNCIL**

ORDINANCE AMENDING CONSTRUCTION CONTRACTS ORDINANCE

WHEREAS the Town of Hamden adopted a local prevailing wage ordinance requiring contractors working on town public works projects to pay laborers and mechanics wages based upon the wages established by the State of Connecticut Department of Labor to be prevailing for the corresponding classes or laborers and mechanics on projects of a similar character to the contract work in town; and

WHEREAS the threshold for local public works projects covered by the prevailing wage ordinance has not increased since the adoption of the ordinance; and

WHEREAS the Town wishes to amend its ordinance so that the Town's threshold for prevailing wages is 90% of that set by the Connecticut General Statutes.

NOW THEREFORE BE IT ORDAINED that Section 97.35 (A) of the Hamden Code of Ordinances is hereby amended and restated as set forth below:

CONSTRUCTION CONTRACTS

97.35: WAGES TO BE STATED IN CONTRACT.

(A) The advertised specification for every public works project by the Town of Hamden that is 90% or more of the amount set forth by the Connecticut General Statutes, as may be amended, for new construction and/or that is 90% or more of the amount set forth by the Connecticut General Statutes, as may be amended, for remodeling, refinishing, refurbishing, rehabilitation, alteration or repair work, and which requires or involves the employment of mechanics, laborers or workmen employed upon the work contracted to be done, shall contain a provision stating the minimum wages to be paid various classes of laborers, mechanics and workman shall be based upon the wages established by the State through its Department of Labor to be prevailing for the corresponding classes of mechanics, laborers or workmen employed on projects of a character similar to the contract work in the town.

(B) Every contract based upon these specifications shall contain a stipulation that the contractor or his subcontractor shall pay all mechanics, laborers or workmen employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amount accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workmen, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work.

(C) Every contract based upon these specifications shall further stipulate that there may be withheld from the contractor so much of accrued payments as may be considered necessary by the Town to pay to laborers, mechanics and workmen employed by the contractor or any subcontractor on the work difference between the rates of wages required by the contract to be paid laborers, mechanics or workmen on the work and the rates of wages received by such laborers, mechanics or workmen and not refunded to the contractor, subcontractor or other agents.

(D) Every contract based upon these specifications shall contain the further provision that in the event it is found by the Town that any laborer, mechanic or workmen employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract or be paid as aforesaid the Town may, by written notice to the contractor, terminate the contract, terminate the contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the town for any excess cost occasioned the town thereby.

MISCELLANEOUS REQUIREMENTS:

Questions/Requests for Information: All Questions shall be submitted in writing only and e-mailed to purchasing@hamden.com at least seven (7) days prior to the RFP opening date. Responders shall not attempt or engage in any ex parte or verbal communications with Town personnel prior to the RFP opening deadline.

All Applicable Codes to Be Met: All construction shall meet all applicable Building and Fire Codes, as well as ADA requirements.

Pre-RFP Meeting(s): Failure to attend a mandatory pre-RFP meeting may be deemed, by the Town, grounds for rejection of your proposal.

Deliveries: All deliveries are inside deliveries.

Provision of RFP Packets, Submission of RFPs: proposed packets will be mailed upon request.

RFP packets will not be faxed.

RFP proposals must be mailed back or delivered to:

Hamden Government Center
Finance Department
2750 Dixwell Avenue
Hamden, CT 06518

Please include single-sided (one original and 3 copies) and one electronic copy of your RFP unless otherwise specified.

ALL ENVELOPES MUST BE MARKED PROPERLY WITH RFP #, RFP DATE, AND RFP TITLE ONLY.

Ownership of Documents – All qualification statements, proposals and RFPs submitted by Responders are to be the sole property of the Town and subject to the provisions of the Connecticut General Statutes (re: Freedom of Information).

Ownership of Subsequent Products – Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this Request for Proposal is to be the sole property of the Town unless stated otherwise in the Request for Proposal or contract.

Timing and Sequence – Timing and sequence of events resulting from this Request for Proposal will ultimately be determined by the Town.

No Oral Agreements – The Town, its agencies and employees, shall not be responsible for any alleged oral agreement or arrangement made by a Responder with any agency or employee of the Town or District.

Rejection for Default or Misrepresentation – The Town reserves the right to reject the RFP of any Responder that is in default of any prior contract or for misrepresentation.

Assigning, Transferring of Agreement – Responders are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, their rights, title or interest therein or their power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.

Cost of Preparing Qualification/Proposal Statements – The Town shall not be responsible for any expenses incurred by any Responder in preparing and submitting a Proposal.

Thank you.

Philip Goodwin
Purchasing Agent

TOWN OF HAMDEN

GENERAL REQUEST FOR PROPOSAL SPECIFICATIONS -- PART B

1. **Nondiscrimination under Title VI of the Civil Rights Act of 1964.** Contractor shall comply with the requirements of Title VI of the Civil Rights Acts of 1964 (PL 88-352), 42 U.S.C. Sec. 2000d et. Seq. and the Fair Housing Act (42 U.S.C. 3601-20) and Executive Order 11063 and the HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under the Agreement, The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved.
2. **Fair Housing Opportunities Under Title VIII of the Civil Rights Act of 1968 and Fair Housing Act (42 U.S.C. 3601-20).** Contractor shall comply with the requirements of Title VIII of the Fair Housing Act as amended (PL 90-284). The CONTRACTOR shall provide for fair housing opportunities where possible. The CONTRACTOR is prohibited 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. Title VIII further requires programs and activities relating to housing and community development to be administered to affirmatively further fair housing.
3. **Prohibition Against Payments of Bonus or Commission.** The funds paid to Contractor shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this AGREEMENT, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; it being understood, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, are not hereby prohibited if otherwise eligible as program costs.
4. **"Section 3" Compliance in the Provision of Training Employment and Business Opportunities.** Every application, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts, the following clause (referred to as a Section 3 clause):
 - a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c) The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d) The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor unless the subcontractor has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

5. **Prevailing Salaries.** The CONTRACTOR shall be solely responsible for the determination of staff classifications and employ staff in relation to its personnel practices and salary ranges, including fringe benefits, in accordance with the Agreement.
6. **Anti-Kickback Rules.** Salaries of architects, draftsmen, technical engineers, technicians, laborers and mechanics performing work under this Agreement shall be paid unconditionally, and not less often than once a week, without deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The CONTRACTOR shall comply with all applicable regulations of said "Anti-Kickback Act" and shall insert appropriate provisions in all subcontracts relative to the work under this Agreement; and CONTRACTOR shall take steps to ensure compliance by subcontractors with such regulations at all times. CONTRACTOR shall be responsible for the obtaining and submission of the affidavits of subcontractors required thereunder, except that the Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements thereof.

7. **Non-Discrimination in Employment.** 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, creed, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruiting or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices to be provided, setting forth the provisions of this Non-Discrimination in Employment Clause.

b) 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, creed, color, sex, or national origin.

c) The CONTRACTOR shall comply with all provisions of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and Executive Order 12086, as supplemented in Department of Labor Regulations (41 CFR, Part 60), and all of the rules, regulations and relevant orders of the President's Committee of Equal Employment Opportunity in effect as of the date of this Agreement; and the CONTRACTOR shall furnish all information and reports required herein, and shall on demand permit access to its books, records, and accounts, in its possession or control, by TOWN and the said Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

d) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the CONTRACTOR'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) In the event the CONTRACTOR'S noncompliance with the non-discrimination sections of the contract or with any of such rules, regulations, or orders, 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 contract procedures authorized in Executive Order 11246 of September 4, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

f) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 25, 1965, as amended by Executive Order 11375 and 12086, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontractor or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

g) The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 or September 24, 1965, as amended by Executive Orders 11375 and 12086, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTOR and subcontractors by the Department of the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

h) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to the discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity. Remedies described in Section 109 of the Housing and Community Development Act of 1974, as amended, as the regulations issued pursuant thereto, (24 CFR Section 570.601) shall apply, if failure to comply with this paragraph has been determined.

8. **Employment of Certain Persons Prohibited.** No person under the age of sixteen years and no person who at the time is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.
9. **Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and Federal Implementing Regulations.** Contractor and Owners shall to the greatest extent practicable under state law comply with Sections 301 and 302 of Title III, (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Sections 303 and 304 of Title III and HUD implementing instructions in 24 CFR Part 42 and 570.602 (b), comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 CFR Part 42 and 570.602 (a).
10. **Political Activity Hatch Act and Section 109 of HCD Act.** CONTRACTOR shall comply with the provisions of the Hatch Act and Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations pursuant thereto (24 CFR 570.601). Under no circumstances shall the CONTRACTOR and/or other recipients, subcontractors, and sub recipients use TOWN funds or persons employed in administering TOWN programs for the purposes of conducting any political activity.
11. **Executive Orders 11063, 12259, and Title VIII.** CONTRACTOR will comply with Executive Order 11063 as amended by Executive Order 12259 and the implementing regulations in 24 CFR Part 107 and Title VIII of the Civil Rights Act of 1968 (Pub. L.90-284) as amended.
12. **Historic Preservation.** CONTRACTOR will comply with the National Historic Preservation Act of 1966 (PL 89-665), Preservation of Historic and Archaeological Data Act of 1974 (PL 93-291), Procedures for Protection of Historic and Cultural Properties, Advisory Council on Historic Preservation (36 CFR 800), and the HUD regulations with respect thereto.
13. CONTRACTOR will comply with HUD Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et. seq.) provides:

No otherwise qualified individual with handicaps . . . shall, solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financing assistance.

14. **No Conflict of Interest:** Responder certifies, by submitting a Proposal, that no owner, employee or family member (defined for purposes of this Request for Proposal as a spouse, parent, sibling or child) of an owner or employee of Responder is a current or former employee of the Town or its Board of Education.

Responder further certifies that no owner or employee of Responder has any interest, direct or indirect, which is incompatible with the proper discharge of the proposed duties in the public interest or that would tend to impair Responder's independent judgment or action in the performance of the proposed duties.

Responder certifies that it does not have any past, present or currently planned interests which are an actual or potential organizational conflict of interest with respect to performing the work for Town under this invitation to RFP.

Responder hereby covenants and agrees that no employee, elected official or appointed official of the Town or its Board of Education has any interest in this Agreement or will directly or indirectly benefit therefrom.

15. **Compliance with Town Regulations**

Responder shall cause all persons performing work pursuant to the contract between Responder and the Town to comply with all Town and Board of Education requirements, including instructions pertaining to conduct and to building access and related requirements issued by the Town and District, respectively. All personnel shall wear readily visible identification in a form that is satisfactory to the Town. The Town may promulgate and modify from time-to-time rules and regulations relating to conduct as the Town, in its sole discretion, may determine, and the contractor shall cause all persons performing work to comply with any such requirements.

16. **Confidential Information**

Responder shall cause all persons under Responder's control who are providing services or materials under or through Responder's contract with the Town to preserve and protect all information of the Town and Hamden School District to which they may have access during the performance of work as confidential. Responder expressly acknowledges that if the facilities that are the subject of the Project are school facilities or public buildings, the security and safety of the occupants, users and general public are of paramount importance and Responder shall observe and enforce appropriate security protocol to ensure the safety of users and occupants.

COMPLETE AND RETURN

RFP #
RFP TITLE:

RFP FORM

TO: Purchasing Agent
Hamden Government Center
2750 Dixwell Avenue
Hamden, CT 06518

I have received the RFP documents entitled. _____
and dated. _____

I have received Addenda dated as follows: _____

I have considered and included the provisions of the RFP documents noted above in my Proposal. I have examined the RFP documents and I submit the following Proposal:

In submitting this Proposal, I agree:

1. To hold my Proposal open until 60 days after the date on which RFPs are due.
2. To enter into and execute a contract provided by the Town, without alteration by me, if awarded on the basis of this Proposal, according to the contract form provided by the Town of Hamden.
3. To accomplish the work in accord with the RFP Specifications and Contract Documents and to the extent that there is a conflict between the provisions of any RFP documents, the order of precedence shall require me to provide the item or service that is of the greater value or benefit to the Town of Hamden.
4. To begin the work in strict accordance with the project schedule or the Notice to Proceed issued by the Town and to complete the work within _____ calendar days following Owner's date of Notice to Proceed.
5. The undersigned submits a RFP bond in the sum of _____ dollars (\$ _____) 5% of Base Proposal, which sum is agreed shall become the sole and exclusive property of the Owner as liquidated damages to the Owner if the undersigned fails to execute a contract in conformity with the RFP Form and to furnish surety bonds and insurance policies in accordance with the General Conditions after due notification has been given.
6. I acknowledge that the Town of Hamden reserves the right to accept or reject any or all RFPs, alternates, options, or Proposals; to waive any technical defect in an RFP or part thereof submitted, and to accept the RFP deemed by the Town to be in the best interest of the Town of Hamden.

Name

Title

Dated

Contractor Tax ID #

Contractor License #

COMPLETE AND RETURN

RFP #
RFP TITLE:

NON-CONFLICT AFFIDAVIT OF RESPONDENTS

No Elected or Appointed Official, SBC member or other officer or employee or person whose salary is payable in whole or in part from the Town of Hamden OR Board of Education, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Hamden to consider the statement of qualifications submitted herein.

State of Connecticut S.S.
County of _____

Subscribed and sworn before me this _____ day of _____, 20_____.

Legal Name of Respondent: _____

Business Name: _____
Business Address: _____

Signature and Title of Person

By: _____
Notary Public

My Commission Expires: _____
Date: _____

COMPLETE AND RETURN

RFP #
RFP TITLE:

NON-COLLUSIVE RFP STATEMENT

The undersigned Responder, having fully informed itself regarding the accuracy of the statements herein, certifies that:

- (1) The Proposal has been arrived at by the Responder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor or Responder of materials, supplies, equipment, or services described in the invitation to RFP, designed to limit independent proposing or completion, and
- (2) The contents of the proposal have not been communicated by the Responder or its employees or agents to any person not any employee or agent of the Responder or its surety on any bonds furnished with the Proposal and will not be communicated to any such person prior to the official opening of the Proposal.

The undersigned Responder further certifies that this statement is executed for the purposes of inducing the Town of Hamden to consider the Proposal and make an award in accordance therewith.

Legal Name of Responder

Business Address

Signature and Title of Person
Authorized to Sign

Printed Name

Date

COMPLETE AND RETURN

RFP #
RFP TITLE:

PRICE SHEET

You are required to furnish the following information to the Town of Hamden:

Name and address of Company _____
(Print or type)

Name and Title of Agent of Company _____
(Print or type)

Signature: _____ Date: _____

Telephone: _____ Email: _____

Fax: _____ Federal I.D. Number: _____

Lump sum price for equipment, material, and labor: \$ _____

\$ _____

WRITTEN AMOUNT



TOWN OF HAMDEN

CONNECTICUT

Addendum #1
RFP #24-02
Consultant Services for The American Rescue Plan Act
Hamden, Connecticut

Please note the due date has been extended to Thursday, August 3, 2023 at 11:00AM.

End of Addendum #1

July 28, 2023



TOWN OF HAMDEN

CONNECTICUT

Addendum #2

RFP #24-02

**Consultant Services for The American Rescue Plan Act
Hamden, Connecticut**

- 1. How many sub-recipients does the Town anticipate being monitored?**

Approximately 15-20 sub-recipients now. The Administration and the Legislative Council reserve the right to add more sub-recipients.

- 2. What is the current total Obligated as of Q2, 2023?**

The Town has spent \$6 million and obligated \$15.8 million of the \$24 million allocation.

- 3. What is the total current expended as of Q2, 2023?**

See above.

- 4. Can the Town provide an updated list of obligated projects, proposed projects, and designate if they are Town projects or sub-recipient projects (and which have been allocated as revenue loss)?**

Yes. Please see document below.

- 5. Will the Town need assistance administrate the \$10M revenue loss projects?**

No.

- 6. Will the Town need the same level of support with Town projects as sub-recipient projects (related to the review of contracts, procurement, invoices, federal/ARPA compliance documentation needed, etc.)**

Yes.

7. Will the Town want UHY to input the Quarterly Treasury report?

Yes.

8. How does the Town currently administer the ARPA funds (Oversight, management, and accounting)?

- Has the Town designated an ARPA committee for administration/oversight of the funds?

- No. Administration of the funds is the responsibility of the Finance Department.

- Has administration been done directly through the Legislative Council?

- No, see above.

- Does the Town have a grants administrator? Procurement manager?

- Yes. The Town has a grants administrator and a Procurement Agent.

- Accountant dedicated specifically for grants and/or ARPA?

- Town has accountants but not specify for ARPA.

- Will the Town attorney be drafting/executing ARPA vendor and sub-recipient contracts, or will they have an external law firm?

- We expect that the Town Attorney will draft necessary agreements for execution by the relevant parties.

9. What is the intended timeframe for the scope of work that you are procuring?

ARPA funds are expected to be expended by December 30, 2026 or upon project completion.

10. As part of our standard ARPA grants advisory services package, our firm works with municipal clients to identify and pursue complementary funding to further achieve their goals. Would you like us to incorporate these considerations into the cost proposal?

No.

End of Addendum #2

July 28, 2023



TOWN OF HAMDEN
OFFICE OF THE
LEGISLATIVE COUNCIL

Hamden Government Center
2750 Dixwell Ave.
Hamden, CT 06518
Tel: (203) 287-2577
(203) 287-2576

COUNCIL PRESIDENT

Dominique Baez

COUNCIL MEMBERS-AT LARGE

Dominique Baez

Lesley DeNardis

Katie Kiely

Cory O'Brien

Laurie Sweet

Elizabeth Wetmore

DISTRICT COUNCIL MEMBERS

Kristen Zaehring

First District

Jeron Alston

Second District

Abdul Osmanu

Third District

Sarah Gallagher

Fourth District

Justin Farmer

Fifth District

Paula Irvin

Sixth District

Adrian Webber

Seventh District

Theodore Stevens

Eighth District

Bob Anthony

Ninth District

LEGISLATIVE COUNCIL
ADMINISTRATOR &
CLERK OF THE COUNCIL
Kimberly Renta

June 13, 2023

Lauren Garrett
Mayor

Re: Order authorizing the expenditure of Coronavirus Local Fiscal Recovery Funds (aka American Rescue Plan Act Funds)

Dear Mayor Garrett:

Please be advised that the Legislative Council, at its meeting held on May 15, 2023, approved the above order to allocate ARPA funds as shown in the Order.

The Clerk notes that the \$2,080,315 of Revenue listed in this Order was not part of or included in the Fiscal Year 2023-2024 budget ordinance vote on May 17, 2023.

A copy of said order is attached.

Very truly yours,

Kim Renta,
Clerk of the Council

cc: All Dept. Heads (electronically)
Sue Gruen, Town Attorney
Curtis Eatman, Finance Director

TOWN OF HAMDEN, CT

REQUEST FOR PROPOSALS: CONSULTANT SERVICES
FOR THE AMERICAN RESCUE PLAN ACT OF 2021
RFP #24-02

Exhibit 9

PROPOSAL

AUGUST 3, 2023

Submitted by:

JACK REAGAN, MANAGING DIRECTOR
EMAIL: JREAGAN@UHY-US.COM

UHY ADVISORS MID-ATLANTIC, INC.
8601 ROBERT FULTON DRIVE, SUITE 210
COLUMBIA, MD 21046
PHONE 410 423 4832 | FAX 410 381 5538
WWW.UHY-US.COM

STACY FARBER, MANAGING DIRECTOR
EMAIL: SFARBER@UHY-US.COM

UHY ADVISORS N.E., LLC
6 EXECUTIVE SUITE DRIVE, SUITE 111
FARMINGTON, CT 06032
PHONE 860 221 7609



TABLE OF CONTENTS

TRANSMITTAL LETTER	2
RFP FORMS	3
MINIMUM QUALIFICATIONS	7
FIRM BACKGROUND & EXPERIENCE	9
EXPERIENCED PROFESSIONALS TO SERVE	16
UNDERSTANDING OF THE GOALS & OBJECTIVES	20
APPENDIX	34
UHY RESUMES	35
SAMPLE ELECTRONIC PROJECT WORKBOOK	39
SAMPLE PROJECT ASSESSMENT TEMPLATE	42
EXAMPLE OF PAYMENT REQUEST FORM	43
PAYROLL LEDGER TEMPLATE	44
SUBRECIPIENT CHANGE REQUEST FORM	45

TRANSMITTAL LETTER

Hamden Government Center
Finance Department
2750 Dixwell Avenue
Hamden, CT 06518

UHY Advisors, Inc.

6 Executive Suite Drive, Suite 111
Farmington, CT 06032
Phone 860 221 7609

August 3, 2023

Dear Mr. Goodwin:

UHY Advisors Mid-Atlantic, Inc. (UHY) is pleased to present our qualifications to serve the Town of Hamden, CT (Town). We understand that the Town is seeking specialized project development and grant management consulting services to ensure compliance with federal regulations while maximizing the recovery of and beneficial uses of its ARPA funds.

Why UHY?

1. UHY brings over 40 years of experience advising municipalities and non-profits on strategy, obtaining, and managing federal grants generally.
2. UHY is a top 30 U.S. accounting firm with 34 locations nationally, including Farmington, CT.
3. Our Farmington, Connecticut office is part of UHY's Northeast region, which has served Connecticut businesses and organizations for over 55 years through the efforts of over 250 professionals. **This local office has a strong public sector practice and will provide ease of communication and ready access for the Town. This office along with Stacy Farber, have been engaged in providing ARPA services to the Connecticut municipalities listed in the table to the right.**
4. Our comprehensive approach helps our clients with the full lifecycle of ARPA fund management from Strategic Advisory, Continuous Monitoring to Transparency Reporting; for others, we've successfully supported them with partial/limited areas of the lifecycle.
5. UHY brings intimate knowledge and expertise in the areas of compliance with the federal Office of Management and Budget (OMB)'s Uniform Guidance 2 CFR, Part 200 federal funding requirements.

As a Managing Director of the firm, I am authorized as an individual to contractually bind UHY. This proposal serves as an offer to negotiate with the Town; we understand and agree to comply with the terms of this RFP and all related addenda. We look forward to the opportunity to be of service to the Town. Please contact me with any comments or questions at 410 423 4832 or jreagan@uhy-us.com.



Jack Reagan, CPA, Managing Director | UHY Advisors Mid-Atlantic, Inc.

ARPA CLIENTS

- Anne Arundel County, MD
- State of Delaware
- City of Detroit, MI
- City of Tucson, AZ
- City of Wilmington, DE
- Upper Darby Township, PA
- City of Chelsea, MA
- City of Chattanooga, TN
- Sarpy County, NE
- City of Chester, PA
- **City of Bristol, CT**
- **City of West Haven, CT**
- **City of Meriden, CT**
- City of Williamsport, PA
- City of Murfreesboro, TN
- **City of Middletown, CT**
- Franklin County, MO
- Woodbury County, IA
- Eau Claire County, WI
- Cass County, MO
- **Town of Wallingford, CT**
- **Town of Colchester, CT**

COMPLETE AND RETURN

RFP # RFP #24-02
RFP TITLE: Consultant Services for the American
Rescue Plan Act of 2021

NON-CONFLICT AFFIDAVIT OF RESPONDENTS

No Elected or Appointed Official, SBC member or other officer or employee or person whose salary is payable in whole or in part from the Town of Hamden OR Board of Education, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Hamden to consider the statement of qualifications submitted herein.

State of ~~XXXXXXXXXX~~ Maryland
County of Howard

Subscribed and sworn before me this 21 day of July, 2023.

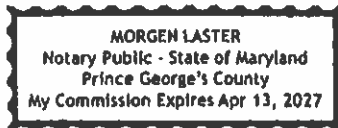
Legal Name of Respondent: Jack Reagan

Business Name: UHY Advisors Mid-Atlantic, Inc.
Business Address: 8601 Robert Fulton Drive, Suite 210
Columbia, MD 21046

Jack Reagan Managing Director
Signature and Title of Person

By: Morgen Laster
Notary Public

My Commission Expires: April 13, 2027
Date: July 21, 2023



COMPLETE AND RETURN

RFP # RFP # 24-02
 RFP TITLE: Consultant Services for the American Rescue Plan Act of 2021

NON-COLLUSIVE RFP STATEMENT

The undersigned Responder, having fully informed itself regarding the accuracy of the statements herein, certifies that:

- (1) The Proposal has been arrived at by the Responder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor or Responder of materials, supplies, equipment, or services described in the invitation to RFP, designed to limit independent proposing or completion, and
- (2) The contents of the proposal have not been communicated by the Responder or its employees or agents to any person not any employee or agent of the Responder or its surety on any bonds furnished with the Proposal and will not be communicated to any such person prior to the official opening of the Proposal.

The undersigned Responder further certifies that this statement is executed for the purposes of inducing the Town of Hamden to consider the Proposal and make an award in accordance therewith.

UHY Advisors Mid-Atlantic, Inc.
 Legal Name of Responder

8601 Robert Fulton Drive, Suite 210 Columbia MD 21046

Business Address

Managing Director



Signature and Title of Person
 Authorized to Sign

Jack Reagan

Printed Name

7/27/23

Date

COMPLETE AND RETURN

RFP # RFP # 24-02
RFP TITLE: Consultant Services for the
American Rescue Plan Act of 2021

PRICE SHEET

You are required to furnish the following information to the Town of Hamden:

Name and address of Company UHY Advisors Mid-Atlantic, Inc.
(Print or type) 8601 Robert Fulton Drive, Suite 210 Columbia MD 21046

Name and Title of Agent of Company Jack Reagan, Managing Director
(Print or type)

Signature:  Date: 7/27/23

Telephone: 410 423 4832 Email: jreagan@uhy-us.com

Fax: 410 381 5538 Federal I.D. Number: 26-0794367

Lump sum price for equipment, material, and labor: \$ 68,375 / annually

\$ Sixty eight thousand three hundred and seventy five dollars per year
WRITTEN AMOUNT

MINIMUM QUALIFICATIONS

To be eligible for consideration, a duly authorized representative of the respondent firm must certify in writing, that firms have had at least five years of documented experience advising government clients on compliance with federal grants; including but not limited to identification of authorized uses of such funds and any subsequent reporting requirements. Firms shall have no conflict of interest in representing the Town.

I, Jack Reagan, as a Managing Director and duly authorized representative of UHY Advisors, certify that UHY Advisors brings over five years of documented experience advising government clients on compliance with federal grants, including but not limited to the identification of authorized uses of such funds and any subsequent reporting requirements.

CONFLICT OF INTEREST

I Jack Reagan, as a Managing Director and duly authorized representative of UHY Advisors, certify that UHY Advisors has no conflict of interest in representing the Town. No owner, employee or family member (defined for purposes of this Request for Proposal as a spouse, parent, sibling or child) of an owner or employee of UHY is a current or former employee of the Town or its Board of Education.

I certify that no owner or employee of UHY has any interest, direct or indirect, which is incompatible with the proper discharge of the proposed duties in the public interest or that would tend to impair UHY's independent judgment or action in the performance of the proposed duties.

I further certify that UHY does not have any past, present or currently planned interests which are an actual or potential organizational conflict of interest with respect to performing the work for Town under this invitation to RFP.

UHY hereby covenants and agrees that no employee, elected official or appointed official of the Town or its Board of Education has any interest in this Agreement or will directly or indirectly benefit therefrom.

INDEPENDENCE

Our firm adheres to a strict Code of Conduct at every level of service requiring independence in fact and appearance of every partner, employee, and any related party. We achieve this through:

- Strong policies that are clearly communicated in a culture that stresses the importance of independence
- A "restricted-entity" list, with new clients communicated at least monthly
- Mandatory annual representations from partners, principals, and employees
- An internal inspection and audit process for compliance with policies (and partner rotation policies)

Our firm requires that all professionals be independent in both fact and appearance when providing auditing and other attestation services, in compliance with the rules issued by the SEC, AICPA, DOL, GOA, state regulatory bodies and other federal regulators. To ensure independence, we have adopted a variety of procedures including required independence training upon joining our firm, monthly email notices to all professional staff with a list of new attest clients to review and referencing the Independence Policy on the intranet. The monthly email reaffirms that it is each professional's responsibility to review the material, provide information regarding any relationships with attest clients and/or their employees, and affirm that this individual is familiar with the relevant independence rules and that this individual does not have any impairment of independence. Our professionals are also required to annually submit a completed questionnaire to reaffirm their independence. We

*The next level
of service*

have created a Senior Independence Team to deal with independence issues and monitor compliance with this policy.

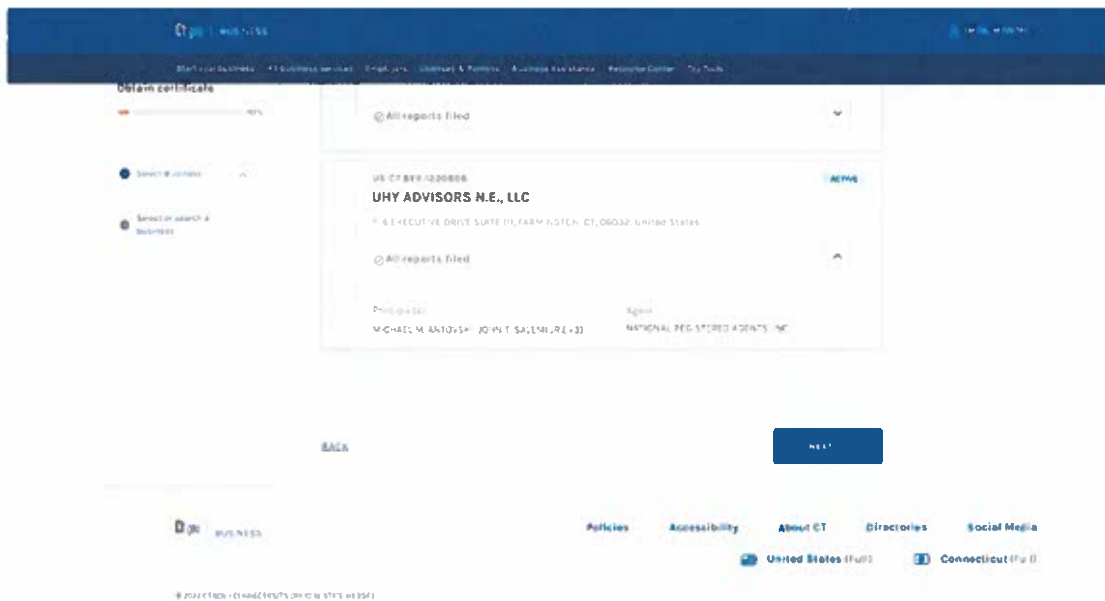
INSURANCE

UHY can comply with your insurance requirements. Upon selection as your service provider, we will provide the Town with our Certificate of Insurance.

LICENSED TO PRACTICE

At the time of the Proposal submissions, Responders shall possess the necessary license(s) to perform the work that is the subject of this Request for Proposal.

UHY Advisors N.E., LLC is in good standing and qualified to conduct business in the State of Connecticut. Our Business ALEI is 1220808.



FIRM BACKGROUND & EXPERIENCE

The background and experience of the Vendor in providing similar services (especially to other municipalities) as well as the specific background, education, qualifications, and relevant experience of key personnel to be assigned to this contract.

ABOUT THE FIRM

UHY was established in 1968. UHY Advisors, Inc. and its subsidiaries provide tax and business consulting services. UHY Advisors is incorporated in the state of Delaware. UHY LLP is a licensed CPA firm that offers audit and other attest services to public and private companies as well as governmental organizations.



We are a top 30 U.S. accounting firm with revenues in excess of \$300 million and over 1,500 employees. Internationally, we are a top 20 accounting firm with revenues in excess of \$500 million and over 5,000 employees. Even though our practice is structured differently from some other CPA firms, you will find that we provide all our services seamlessly to our clients. We call our philosophy *“The Next Level of Service”*. Our clients tell us it’s what sets us apart. Our commitment to client service is personable, value-added and cost-effective. Our goal is to exceed our clients' expectations on every engagement. We make our national resources available to meet your every need. UHY’s Partners, Principals, Managing Directors and staff members bring with them a wide array of industry experience, including state and local government, public health and healthcare, real estate, not-for-profit, higher education, employee benefits, government contracting, manufacturing and distribution, construction and technology. Our client service model is based on a proactive style and passionate spirit that has allowed us to help our clients enhance growth, avoid financial pitfalls and reduce costs amidst ever-changing economic conditions.



UHY'S NATIONAL GOVERNMENT PRACTICE

Our firm’s National Government Practice is a well-recognized group of professionals with vast experience in the unique requirements of its governmental clients. Nationally, we have audited numerous governments that participate in the Government Finance Officers Association’s (GFOA) Certificate of Achievement for Excellence in Financial Reporting program.

Jack Reagan is a reviewer for this important GFOA program. Further, Jack is also a member of the Association of School Business Officials (ASBO) International, and he has previously been a reviewer in their Certificate of Achievement for Excellence in Financial Reporting Program. UHY has performed numerous audits of organizations subject to financial and compliance audits.



Our national reputation enables us to serve governmental organizations with distinction.



The next level of service

These audits were performed under auditing standards generally accepted in the United States, Government Auditing Standards, Uniform Guidance (formerly known as OMB Circular A-133), and its Compliance Supplement (when applicable), Office of the State Controller's Minimum Audit Requirements and Reporting Guidelines. UHY is a member of the AICPA Governmental Audit Quality Center and has demonstrated our commitment to audit quality, including those performed under Government Auditing Standards and Uniform Guidance. **UHY serves over 100 state and local government clients.** Further, many of these clients have received Uniform Grant Guidance audits. We have conducted over 150 such Uniform Grant Guidance audits for our clients in the last several years.

DEMONSTRATED KNOWLEDGE AND EXPERIENCE OF FIRM & TEAM

UHY is an acknowledged industry leader in providing grants administration and subrecipient monitoring services to state and local governments, currently serving many state and local governments, as their preferred provider of American Rescue Plan Act (ARPA) administration and monitoring services. This builds on our already extensive experience in providing similar services to governments and businesses that are receiving federal funds under the CARES Act (including PPP, EIDL and SVOG support to businesses), and Community Development Block Grant (CDBG). Our staff has deep experience with ARPA, CARES Act, FEMA, CDBG and DHCD.

Our firm has audited more than a billion dollars in federal expenditures and has been the designated contracted firm providing subrecipient monitoring for a top ten (10) City in the United States. Our team is uniquely experienced in Single Audits and federal grant monitoring. Our team members have in-depth experience with the Federal Emergency Management Agency (FEMA) disaster recovery federal grant and reimbursement programs, and other state and federal reimbursement grants. We also have significant experience administering other federal and state grants and regularly conducting independent Single Audits of recipients of FEMA funds and other federal grant programs. All of our Single Audit work involves testing for waste, fraud, and abuse. As such, in all our current ARPA engagements, we work to identify potential waste, fraud, and abuse; while performing oversight of disbursement and tracking of federal funds by state or federal agencies. All team members have Uniform Guidance experience. The UHY team is one of the few teams in the U.S. that has current experience with administering and reporting on ARPA funding.

AVAILABILITY & CAPACITY

With our internal capabilities and years of experience, we have the capacity to serve governmental organizations with distinction through the support of our National Government Practice. The professional services UHY provides to governmental organizations at the state and local level is an important and significant portion of our accounting, auditing, and consulting practice. We have a designated group of professionals dedicated to government and not-for-profit accounting, auditing and consulting services. This combination of diverse skills and knowledge will provide the Town with premium accounting and auditing services and adequate bench strength to meet its needs on a timely basis.

As a national professional services firm with over 1,500 employees, we are performing numerous engagements collectively worth millions of dollars across the United States. Because we are a national professional services firm, we have the resources to be able to complete this project within your required timeframe.

STAFF CONTINUITY

UHY has a strong commitment to maintaining continuity among client engagements. We believe that understanding your organization and continuity of key personnel is essential to delivering the highest level of service. As a firm, we are committed to low engagement team turnover for all of our clients. The strong growth of UHY has provided opportunity for professional growth for our staff, and we have enjoyed a low staff turnover in comparison to the industry average. This has allowed us to provide consistent staffing over time. Core members of our practice have been with the firm for many years, which allows us a unique advantage. Should a change be necessary, UHY will provide a resource with the same level of experience so as not to impair the success of the project. If a change is required, we will notify the Town.

PROJECT MANAGEMENT

In executing all our engagements, we have developed a project management program that can be customized to meet the needs of the Town. Our project management plan is created in adherence with the industry best practices, outlined in The Project Management Body of Knowledge (PMBOK). The Project Management Body of Knowledge is published by the PMI, and presents a set of standard guidelines for project management. It provides a disciplined approach to effectively manage a project on time and within budget, achieving project objectives and intended benefits.

Throughout the project, in addition to establishing project governance and stakeholder communication, the scope, budget, schedule, cost, resource, quality, risks, and issues, are managed, measured, communicated, and reported on. Part of this project management plan involves:

Assembling a team that has a combination of the appropriate knowledge and experience relevant to the Town's needs.

Resources entering time spent working the previous day, by engagement to track against the budget and estimate time to completion.



Managing agreed-upon scope of work to effectively deliver results on time and within budget to meet the Town's requirements.

Developing a budget for each engagement to guide the activities executed by the assigned personnel to finish on time & on budget.

Our project management process provides personal attention and direct involvement from partner to staff in all stages of the engagement to ensure the prompt resolution of potential risks and issues. It allows us to serve our clients effectively by maintaining a strong and firm commitment to implement quality in every engagement.

We also plan to use a software product called Suralink to facilitate document transfer. Suralink operates using a secure file transfer protocol so we can upload all documents safely. Only invited users will be able to upload and download documents. We will automatically track uploaded documents and report out the status of all items to both the Town and UHY. This

The next level of service

will also allow us to manage who can access the data submitted for the review and thereby ensure that it is transmitted and maintained securely.

Our responsiveness in addressing any inquiries is based on our philosophy of “*The Next Level of Service*”. Our consultants are active listeners and focus on understanding the root cause of any inquiries that arise. As outlined in our project management approach, communication, risks & issues management, and quality management is at the center of our approach. As such, we ensure that we deliver quality work product to our clients. In our view, frequent communication is the most critical success factor in managing the Town’s expectations, addressing time sensitive activities, and ensuring customer satisfaction. We aim to avoid surprises by anticipating matters which may present difficulties and by working with you and your team and other professional service providers to overcome any problems, resolve difficult accounting or audit issues, as far as practicable, as we identify them.

LIST OF REPRESENTATIVE PROJECTS

Below is a list of ARPA clients served by members of UHY’s ARPA practice:

Client Name	ARPA Award
Anne Arundel County, MD	\$113M
State of Delaware	\$925M
City of Detroit, MI	\$825M
City of Tucson, AZ	\$156M
City of Wilmington, DE	\$55M
Upper Darby Township, PA	\$41M
City of Chelsea, MA	\$40M
City of Chattanooga, TN	\$38M
Sarpy County, NE	\$36M
City of Chester, PA	\$30M
City of Bristol, CT	\$29M
City of West Haven, CT	\$29M
City of Meriden, CT	\$25M
City of Williamsport, PA	\$25M
City of Murfreesboro, TN	\$24M
City of Middletown, CT	\$22M
Franklin County, MO	\$20M
Woodbury County, IA	\$20M
Eau Claire County, WI	\$20M
Cass County, MO	\$20M
Town of Wallingford, CT	\$13M
Town of Colchester, CT	\$6M

Client Name:	City of Meriden, CT
Nature of Work:	<p>We are providing the City with the following:</p> <ul style="list-style-type: none"> • Relevant to programs and incentives, assist in developing guidelines for distribution of funding. Develop compliance procedures inclusive of compliance testing of grantees. • Create a marketing and communications outreach plan to assist non-profit and business applicants with development of eligible projects/programs and submission of ARPA eligible funding applications. • There are a significant number of City-based businesses and non-profit organizations serving City residents. These organizations typically need assistance with the following: <ul style="list-style-type: none"> – Developing policies and procedures to help establish sound internal control over financial reporting – Assisting with routing financial reports, such as monthly profit and loss statements – Assisting with organizational financial management strategy, such as budget development – Assisting with the identification of other federal funding sources to supplements and eventually supplant the ARPA funding that has been received – The ability to provide fluent Spanish support to the City businesses and organizations • Provide appropriate reports, support City staff and attend meetings as required to provide information required by city boards, departments and task force as applicable. • Provide budget management and reporting of American Rescue Plan funds coordinating with the City's Comptroller's Office and financial reporting system. Reconcile with the City's general ledger system (Central Square Naviline) on not less than a monthly basis, to ensure that all costs are being accounted for, tracked and reported accurately. Assist with and provide information required for Treasury interim and quarterly reporting. • Prepare and issue a final close-out report to the City and to the Treasury Department, including a financial reconciliation.
Start and End Date:	2022 - present

*The next level
of service*

Client Name:	City of Middletown, CT
Nature of Work:	<p>We are providing the City with the following:</p> <ul style="list-style-type: none"> • Programming support to the ARPA Task Force in the development of a Subrecipient (grant) award program, including performance of Risk Assessments on all applicants or awardees, and performing continuous monitoring of all approved subrecipient, City ARPA funded programs and projects, as set forth in the federal uniform guidance. • Confirm that ARPA Task Force recommended projects for funding, for which the City Council has appropriated funding, represent allowable and eligible activities and expenditures under ARPA. • Support ARPA Task Force with the development of use of the ARPA Act, ARPA Final Rule, ARPA Compliance & Reporting and federal uniform guidance documentation in monitoring of all eligible projects/programs. This includes provision of webinars, virtual calls, phone calls and email responses by UHY to Subrecipients and the City. • Draft and negotiate Subrecipient (subgrants) agreements to ensure that ARPA funds being passed from the City, as ARPA recipient (grantee) to eligible businesses and non-profits, monitor compliance to all provisions of ARPA to provide reduction of risk to the City of any misuse of ARPA funding. This may include monthly/quarterly desk review of Subrecipient awards, quarterly progress reports to the City, conducting of on-site visits and close-out of the Subrecipient Award (to include Close-out written report by the Subrecipient, issuance of Close-Out letter to the Subrecipient and transferring of UHY Subrecipient records to the City). Assist the City in determination (and documenting) any occurrence resulting in the return (“claw-back”) of ARPA funds to the City should a Subrecipient fail to perform or to use the ARPA funding as required by the Act and/or terms of the executed Agreement. • Provide written guidance memos to the City and Subrecipients as requested containing citations to the ARPA Final Rule, ARPA FAQs, and federal Uniform Guidance, to support the determination that expense(s) are allowable and eligible under ARPA. • Provide written UHY Eligibility Memo for each Subrecipient award and each City project/program, to support the rationale in selection of the project/program, determination of allowable and eligible expenses, assignment of Eligible Category # per the ARPA Compliance and Reporting Manual and citations of Final Rule to support the expenses for the project/program (memos may be 3 - 20 pages). • Create a subrecipient plan/schedule that includes implementation of Subrecipient project/program provisions as reflected in the executed Subrecipient Agreement & approved ARPA budget. Collaborate with identified City finance and/or procurement staff for UHY to conduct review of all Subrecipient requests for advances and/or reimbursement of award funds are eligible and allowable per ARPA and executed Subrecipient Agreement, until all funds have been obligated and expensed.

	<ul style="list-style-type: none"> • Create and provide appropriate reports, support City staff and attend meetings as requested by the City to ensure the City Council, ARPA Task Force and any other City entities in the allocation, expenditure and reporting of all ARPA funds awarded to the City . • As requested, provide ARPA expense management and mandatory reporting of ARPA funds to the U.S. Treasury, coordinating with City finance staff on a continuous basis, which may include providing reconciliation to the general ledger to ensure that all expenses are being accounted for, tracked and reported accurately to the federal government and public. • Provide support to City finance and procurement staff, as requested, in the management of ARPA funds utilized for City projects (including projects funded under revenue replacement designation of up to \$10 million). Provide review of RFPs, contracts and other procurement documentation as requested. • Prepare and issue a final close-out report to the City at the time the entirety of the ARPA award to the City is expended. This report will summarize all Subrecipient awards and City programs/projects measured outputs and outcomes, and financial reconciliation of ARPA funds.
<p>Start and End Date:</p>	<p>2022 – present</p>

REFERENCES

Reference 1

Client Name:	City of Meriden, CT
Contact Name/Title:	Kevin McNabola, Chief Financial Officer
Telephone Number Email	206 630 4138 kmcnabola@meridencr.gov
Start and End Date:	2022 - present

Reference 2

Client Name:	City of Middletown, CT
Contact Name/Title:	Brig Smith, General Counsel
Telephone Number Email	860 638 4820 Brig.Smith@middletownct.gov
Start and End Date:	2022 - present

The next level
of service

EXPERIENCED PROFESSIONALS TO SERVE

Vendors responding to this Request for Proposals must have sufficient staff and expertise to complete the required services. The Vendor must agree that all personnel assigned to this project are qualified for this type of work. The vendor selected will assign one qualified individual who will be the firm's day-to-day contact person who will be responsible for directing and coordinating the activities of the firm's personnel in all aspects of the project.

PERSONNEL

To ensure the right mix of expertise, we have assembled a select, specialized team to serve on this engagement. Our team includes a Managing Director, a local Principal, and senior level professionals who will ensure that our services are efficiently provided when working with the Town. Your team will keep communication open all year long, not just during the engagement. Each member has experience working with similar entities to the Town. This dedicated group of professionals will work closely together to ensure that our services are conducted as smoothly as possible and according to the Town's timetable.

We have provided short biographies below and full resumes in the **Appendix** for these individuals.

Our professionals, including your project lead and key team members, are required by the firm to complete all the requirements of Government Auditing Standards continuing professional education regulations. In addition, an in-house series of programs on current developments in the auditing, accounting, and tax areas serve to keep all staff members up to date on the latest available professional literature.

TEAM MEMBER ROLES & RESPONSIBILITIES

The following table shows the team member roles and responsibilities:

<u>Team Member</u>	<u>Role</u>	<u>Years of Experience</u>	<u>Roles and Responsibilities</u>	<u>Relevant Experience</u>
Jack Reagan	Engagement Managing Director	30	Overall responsibility for the execution of the engagement, primary point of contact for the Town on any engagement issues	City of Bristol, CT; Town of Wallingford, CT; City of Meriden, CT; Anne Arundel County, MD; City of Wilmington, DE; City of Chelsea, MA; City of Chester, PA; Upper Darby Township, PA; City of Williamsport, PA; Cass County, MO; City of Chattanooga, TN;
Stacy Farber	Managing Director/Local Point of Contact	25	Local point of contact and overseeing the engagement	City of Bristol, CT; Town of Wallingford, CT; City of Meriden, CT; Town of Colchester, CT; City of Middletown, CT
Martha McCabe	Consulting Manager	30	Support leadership in executing the engagement and supervising the staff on the engagement	City of Bristol, CT; City of Middletown, CT; City of Chattanooga, TN; City of Murfreesboro, TN; Woodbury County, IA;
Sarah Goss	Senior Consultant	15+	Support management in executing the engagement and supervising the staff on the engagement	City of Bristol, CT; City of West Haven, CT, City of Middletown, CT

SHORT BIOGRAPHIES



JACK REAGAN

MANAGING DIRECTOR /
PRIMARY POINT OF
CONTACT

Jack Reagan, CPA, will serve as the Engagement Managing Director and Primary Point of Contact. Jack is a leader in the Audit and Assurance Department and the leader of the firm's National Government Practice with an impressive professional career of over 30 years serving some of the largest local governments, both locally and nationally. He has extensive COVID-19 relief fund experience and developed a robust approach for his clients that together with community engagement teaming partnerships have helped his clients successfully manage their ARPA funds.

ARPA Clients Served

City of Chester, PA	City of Williamsport, PA
Anne Arundel County, MD	Upper Darby Township, PA
City of Bristol, CT	City of Chelsea, MA
City of Wilmington, DE	Town of Wallingford, CT

Jack's expertise lies in the areas of local government administration, grants management, crisis response management and recovery, FEMA, strategic planning, and policy development and implementation. He has worked closely with Thompson Grants, a leading provider of grants management information, to present webinars on a wide range of grants management topics.

Other Relevant Clients Served

District of Columbia	Fairfax County, VA
City of Alexandria, VA	Pasco County, FL
Montgomery County, MD	Hillsborough County, FL

Jack has been appointed to UHY LLP's Management Committee. Jack is an active presenter on governmental accounting and auditing issues, having presented to the Maryland Society of CPAs government day on numerous occasions as well as various state of Maryland CPA chapters. His article on [*Managing Your Risks Under the American Rescue Plan Act*](#) was recently published in Accounting Today. He is a Certified Public Accountant and a Certified Internal Controls Auditor. Jack holds a BSBA in Accounting from the University of Richmond.

The next level
of service



STACY FARBER
MANAGING
DIRECTOR / LOCAL
POINT OF CONTACT

Stacy is a Managing Director and the Attest and Consulting Practice Leader for the Connecticut practice and will serve as a local point of contact for the Town. She brings over 25 years of experience in financial leadership to her engagements. She specializes in financial decision making and company-wide policy development to overcome operational issues and drive proactive improvements. She provides advisory consulting services to closely-held businesses, performing compilations, reviews and audits for clients in the various industries. Stacy works with Jack on other similar ARPA engagements, many located in the state of Connecticut and New England.

ARPA Clients Served

- | | |
|------------------------|-------------------------|
| City of Bristol, CT | Town of Colchester, CT |
| City of Chelsea, MA | Town of Wallingford, CT |
| City of Middletown, CT | City of Meriden, CT |

Stacy is a licensed Certified Public Accountant in the state of Connecticut. She received a BS in Financial Accounting from Bryant University.



MARTHA MCCABE
CONSULTING
MANAGER

Martha McCabe is a Consulting Manager in the Audit & Assurance Department of the Columbia Office of UHY. She has over 30 years' experience in successful development and implementation of grants for non-profits and local governments through government and foundation funding. This includes submission of reporting and compliance to provisions of award agreements, Final Rules, Reporting Guidelines and the Federal Uniform Guidance. She works collaboratively with program officers to ensure implementation and compliance of all funded activities, and then with finance officers to ensure accurate submission of all grant expenditures, Single Audits and renewal of federal indirect rate agreements. She has participated in successful (no-findings) of numerous desk and on-site compliance reviews conducted by federal, state and local governments, along with reviews conducted by corporate and foundation funders.

ARPA Clients Served

- | | |
|--------------------------|-------------------------|
| City of Bristol, CT | City of Chattanooga, TN |
| City of Middletown, CT | Woodbury County, IA |
| City of Murfreesboro, TN | |

Martha received a Bachelor of Arts in Political Science from Fort Hays State University in Hays, KS; a Master of Arts in Special Studies (American Government) from George Washington University, Washington, DC; a Master of Social Work from Newman University, Wichita; an MBA Certificate from the Barton School of Business, Wichita State University, Wichita. Martha is also a Health Policy Fellow from George Washington University and the Geiger Institute of Public Health, Washington, DC and a Grant Peer Reviewer (contracted) for the U.S. Department of Health & Human Services.

**SARAH GOSS**

SENIOR CONSULTANT

Sarah has over 15 years of experience in providing audit, financial management and reporting, and consulting services. She specializes in financial reporting, including financial statements, U.S. GAAP conversions, ARPA regulations, and SOX reporting requirements. Sarah's consulting experience includes assisting businesses with restructuring advisory services, interim financial leadership roles, local government advisory services with federal grants, implementation of ERP software, and overall development, implementation and improvement of internal processes and controls.

ARPA Clients Served

City of Bristol, CT

City of Middletown, CT

City of West Haven, CT

Sarah is a licensed Certified Public Accountant in the state of Connecticut. She received a BS in Accounting from University of Connecticut.

The team presented above brings hands-on experience with providing oversight, subrecipient monitoring, compliance, grants administration and writing, and reporting in relation to ARPA funding.

Further, UHY has developed a proven methodology, to help its ARPA clients successfully navigate through this uncharted territory. We believe that our overall organizational strength, as demonstrated by the capabilities of our proposed team, coupled with our standard methodology will position us strongly to successfully execute the services outlined in the scope of work.

*The next level
of service*

UNDERSTANDING OF THE GOALS & OBJECTIVES

We understand that the Town received \$24 million as part of the American Rescue Plan Act of 2021 (“ARPA”) to address local needs generated by the COVID-19 pandemic. The Town is seeking specialized project development and grant management services to ensure compliance with federal regulations while maximizing the recovery of and beneficial uses of the ARPA funds in the local community. These services include supporting the Town with project management design and oversight and ensuring accountability, transparency, and compliance with all federal requirements.

We understand that the Town seeks professional services from firms with expertise in oversight and administration of ARPA funding as well as compliance with federal funding authority requirements. This will include attending community and Legislative Council meetings.

The scope of work includes, but is not limited to, the following elements:

Financial advisory services

- Provide expert guidance and advisory services regarding all applicable legislation, regulation, policies, and rules related to ARPA federal recovery funds.
- As applicable, assess and catalogue available funding to prioritize needs, including the creation of a strategy that defines when and how funds should be used, from most to least restrictive, to maximize all resources.

Communication Services

- Assist the Town with creating presentations and communications materials for the Legislative Council, community stakeholders and the public.
- Attend relevant meetings with local, state, and federal agencies in conjunction with or on behalf of the Town.
- Advise the Town of all notice and public hearing requirements as required by federal and state regulations.

Project Development Services

- As applicable, develop program guidelines, policies, procedures, implementation plans or other pertinent documents (i.e., project scope, programs, budgets, deliverables...).
- Communicate with elected officials, the community, and other stakeholders.
- Development of data, narrative, graphics, visualizations, and other content for use in communications, project proposals, presentations, public outreach materials, website, and other applications.
- Identify relevant funding source deadlines, including application, expenditure, and reporting deadlines and closeout requirements.
- Provide monthly status reports to the Administration and to the Legislative Council.

Project Management Services

- Provide project management services, including project oversight, compliance with project and/or grant requirements, and compliance with general federal and state guidelines related to administrative expenses, accountability, transparency, and contracting.

- Assist the Town with tracking outcomes of recovery spending.

Cost Tracking, Accounting, and Reporting Services

- Assist the Town with expanding the Town's capacity for cost tracking, public accounting, and fiscal management.
- Coordinate with Town staff to obtain all costs and necessary supporting documentation.
- Work with the Town to develop an electronic system for tracking and management expenses, applications, documentation, and information sharing.
- Work with the Town to ensure that the Town is following processes that meet all federal reporting requirements.
- Review contracts and purchasing documentation to ensure cost recovery and compliance with expenditure's using federal funds.
- Provide the Town with grant/funding close out services to ensure funding is retained.
- Resolve any requests for information, justification, audit findings and eligibility appeals.

Monitoring Services

- Assist the Town with developing a process to oversee grants distributed to outside organizations, including communicating the terms and conditions of funding to relevant vendors.
- Assist the Town with ensuring costs and/or proposed budgets for vendors are necessary and reasonable for the activity provided.
- Assist Town staff with reporting, disbursing, and financial oversight functions.
- Assist the Town with devising and implementing fraud prevention and abuse practices.
- The selected Vendor(s) may be requested to directly review spending by outside organizations to ensure compliance with federal and state requirements.

UHY will provide all services in compliance with the legal requirements as set forth in the American Rescue Plan Act of 2021. Our goal is to ensure that the Town maximizes the use of its fund resulting in equitable outcomes.

Our firm does not approach an engagement of this nature simply as a contract for services. Our corporate culture is one of being a partner. We will stand with you on all downstream issues and provide over 50 years of experience in public integrity. We strongly believe in frequent and continuous communications with all stakeholders to receive feedback.

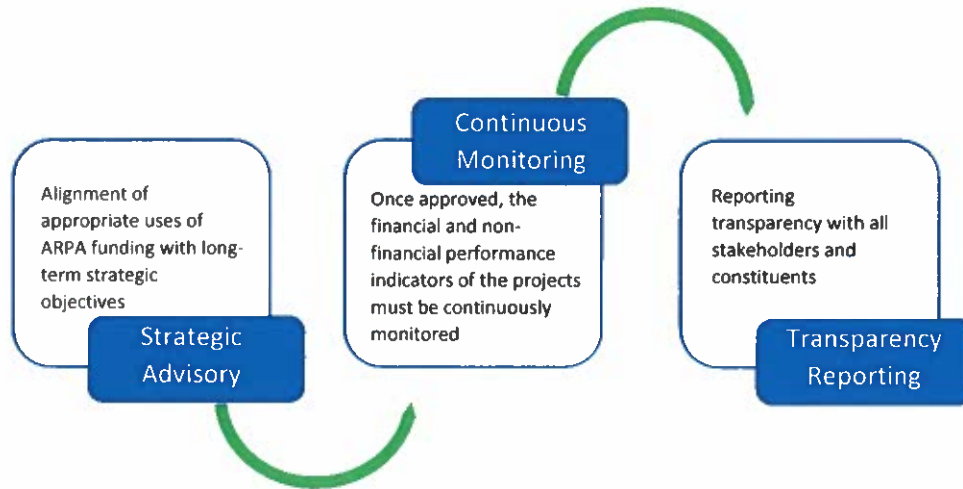
In serving our existing ARPA clients, we have utilized a consistent methodology to provide guidance, strategic planning advice, oversight and compliance, monitoring, technical assistance, training, and reporting to all of our existing ARPA clients.

Our standard methodology serves as the foundation in our response to your RFP Scope of Work. The following is a description of services to be provided in response to each of your requirements, outlined in the RFP Scope of Services.

*The next level
of service*

APPROACH & METHODOLOGY

When ARPA came into effect in March of 2021, we recognized the need for a rigorous methodology and developed an effective approach which covers three main areas: *Strategic Advisory*, *Continuous Monitoring*, and *Transparency Reporting*.



In short:

Strategic Advisory entails assessing your current state, holding ARPA trainings and webinars for all stakeholders/applicants, providing advice on federal grant compliance and use of federal funds, establishing policies and procedures to comply with and stay in compliance with federal rules and regulations, preparing grant applications and bid solicitation documents, including scoring matrix, evaluating applications for allowability, recommending eligible projects/programs for award and adjudication, assisting with the procurement contracting process, and managing programs.

Continuous Monitoring captures and continuously monitors the financial and non-financial performance indicators of the projects. This phase emphasizes monitoring and compliance including internal controls assessment, risk assessment, general ledger transaction review, monitoring of grantees, business incentive recipients, and capturing financial and non-financial metrics, in preparation for reporting.

Transparency Reporting entails establishing a streamlined process for all required reporting deliverables and transparency with all stakeholders and constituents. During this phase, we will provide a tailored report to Town Mayor, Legislative Council, and constituents, and assist with the preparation and submission of reports to the U.S. Treasury.

We will tailor our proven methodology to your needs based on our preliminary assessment of the current state of your plan and establish a cadence of meetings to regularly provide status reports and updates on all pertinent elements of project priorities and funding level.

Financial advisory services

- Provide expert guidance and advisory services regarding all applicable legislation, regulation, policies, and rules related to ARPA federal recovery funds.
- As applicable, assess and catalog available funding to prioritize needs, including the creation of a strategy that defines when and how funds should be used, from most to least restrictive, to maximize all resources.

Throughout the process, we will ensure that the Town is accurately interpreting Federal Guidance, establishing and/or verifying eligibility under ARPA requirements, and creating procedures for verification

of eligibility for award and expenditure of the funds. The Town will have the substantial discretion to use the ARPA funds in ways that best suit the needs of its constituents.

As a consulting firm with a national state and local government professional services practice, we regularly monitor legislation passed by Congress and the related implementation guidance produced by the various federal agencies implementing the programs established by the legislation. We maintain this information in a current **library of guidance**. For each of the approved spending initiatives utilizing ARPA funding, we will maintain a controlling document which details the legislation, and any additional guidance, such as FAQs, upon which the Town is relying to determine the allowability of costs charged to that program. While the U.S. Treasury has issued substantial enabling guidance under the CARES Act, other federal agencies, such as Health and Human Services, Homeland Security, and the Department of Education, also issued substantial guidance in the form of FAQs. We will continue to monitor not only the FAQ guidance issued by the Treasury, but also the guidance issued by other federal agencies for ARPA implementation. We will provide a thorough document to the Town detailing the impact of the FAQs on the various approved spending initiatives and update the spending initiative controlling document. All such documents will be maintained on a Town website that is readily accessible.

As part of our engagement, we will also prepare you for future audits and provide guidance on upcoming rules and regulations. We will assist you in navigating rules and regulations when using ARPA funds and create a plan that does not “leave money on the table”.

After assessing Town’s current state, we will devise an ARPA plan based on prioritization of your needs that defines when and how funds should be used. The prioritization is based on community feedback and the Town’s strategic goals. We understand that the Town has allocated its ARPA fund to several initiatives that are in alignment with ARPA eligible categories. We will ensure the ARPA plan aligns with your strategic goals and fund structure, from the most to least restrictive use of fund.

Communication Services

- *Assist the Town with creating presentations and communications materials for the Legislative Council, community stakeholders and the public.*
- *Attend relevant meetings with local, state, and federal agencies in conjunction with or on behalf of the Town.*
- *Advise the Town of all notice and public hearing requirements as required by federal and state regulations.*

As full-time government advisors, we understand that governmental entities do not operate independently, but in an increasingly complex web of local, state, and federal relationships. We know how these relationships work, what they mean at the local level, and how every public organization’s focus on resource management is critical to success. Throughout the engagement, we will assist the Town with creating presentations and communications materials for the Legislative Council, community stakeholders and the public.

We stand ready to represent the Town and attend meetings with all appropriate agencies, external auditors, community partners, as may be necessary. We can also host and facilitate both virtual and in-person panel discussions, public hearings, and government body meetings, if need be. We are familiar with the requirements for these communication channels and their format, as we are doing the same for our existing ARPA clients.

As mentioned previously, we will maintain all requirements in our library of guidance and assist you with all notice and public hearing requirements, as required by federal and state regulations.

*The next level
of service*

Project Development Services

-
- *As applicable, develop program guidelines, policies, procedures, implementation plans or other pertinent documents (i.e., project scope, programs, budgets, deliverables...).*
 - *Communicate with elected officials, the community, and other stakeholders.*
 - *Development of data, narrative, graphics, visualizations, and other content for use in communications, project proposals, presentations, public outreach materials, website, and other applications.*
 - *Identify relevant funding source deadlines, including application, expenditure, and reporting deadlines and closeout requirements.*
 - *Provide monthly status reports to the Administration and to the Legislative Council.*
-

As previously mentioned, we will take your strategic priorities and future vision for the Town into consideration, ensuring alignment between the Town’s strategic goals and its ARPA plan. We will develop a clear and concise guideline document for the Town which serves as a checklist in project/program evaluation. This checklist will ensure that all required allowability and eligibility documentation associated with the program are outlined. We will also analyze the evaluation criteria the Town is using to ensure alignment with the fund structure and guiding principles as well as the ARPA programmatic areas established by the Treasury.

We will then support the Town in its review and evaluation of the project applications, submitted for consideration. We first assess projects for allowability under ARPA. Our review will emphasize whether the project applications and all related project files indicate that the required data – equitable outcome measures, output measures, outcome measures, financial data, etc. – are being gathered and reported.

At this point, we will be ready to present the Town with a list of allowable projects for approval. Once approved projects have been identified, goals, expected outcomes, and recovery impact need to be defined, documented, and presented for prioritization. Once prioritized, based on the Town’s guiding principles, the projects will be included in the strategic plan for implementation and subsequently, we will create an implementation plan.

Throughout the process, it is crucial to continually track remaining funding available. We will keep a running total of the approved project total compared to the total ARPA funding available.

The following link demonstrates how we work with our clients to provide information to the public about ARPA project allowability, including a link to various webinars: [Public Transparency Webinars](#).

We will establish ARPA-related communications with elected officials, the community, and other stakeholders. We will develop our content tailored to our audience when preparing reports and making presentations. We will provide monthly status reports to the Town administration officials and Legislative Council as we conduct our evaluation of the new projects.

Project Management Services

-
- *Provide project management services, including project oversight, compliance with project and/or grant requirements, and compliance with general federal and state guidelines related to administrative expenses, accountability, transparency, and contracting.*
 - *Assist the Town with tracking outcomes of recovery spending.*
-

Throughout the engagement, we will provide oversight and deliver a position paper describing the guidance and its practical impact on Town’s internal control over financial reporting and ensure that the Town is in compliance with eligible expenditures. We will make recommendations on policy and procedure changes that will need to be implemented (if any) and assist in the implementation of any changes resulting from: 1) Treasury’s Compliance and Reporting Responsibilities guidance on the State and Local

Fiscal Recovery Funds, 2) all revisions of Treasury’s Frequently Asked Questions (FAQ), and 3) OMB’s guidance through its annual compliance supplement update. We will track the outcome of recovery spending to make sure that the program outcomes are achieved. This report will also include each program’s financial performance and projections.

To provide the Town with project management services, we follow Project Management Institute’s (PMI’s) Project Management best practices to ensure successful project completion, on time and within budget in a cost-effective manner. We will leverage our knowledge in project management principles to oversee ARPA projects to ensure that all projects deliver on their intended outcomes.

For each approved project, we create a project file which contains all information required to be maintained for the project. We will conduct an initial risk assessment meeting with the project leader to ensure that they are aware of the Town’s reporting requirements so that all applicable information is made available to be submitted to Treasury. We will continuously monitor the project, usually communicating at least monthly with the project owners to ensure that completion of the project is on time and within the program budget. Finally, we will coordinate obtaining all information to facilitate the quarterly U.S. Treasury filing.

We can design an ARPA public dashboard that can be structured graphically to display all ARPA projects under specific expenditure categories (EC). Each project will be drilled down to provide information such as project name, amount allocated, expenditure category, project description, project website (if available), project timeline, etc. This dashboard can be posted on the Town’s website and updated regularly to ensure public transparency.

Cost Tracking, Accounting, and Reporting Services

- Assist the Town with expanding the Town’s capacity for cost tracking, public accounting, and fiscal management.
- Coordinate with Town staff to obtain all costs and necessary supporting documentation.
- Work with the Town to develop an electronic system for tracking and management expenses, applications, documentation, and information sharing.
- Work with the Town to ensure that the Town is following processes that meet all federal reporting requirements.
- Review contracts and purchasing documentation to ensure cost recovery and compliance with expenditure’s using federal funds.
- Provide the Town with grant/funding close out services to ensure funding is retained.
- Resolve any requests for information, justification, audit findings and eligibility appeals.

In order to ensure that required programmatic records are maintained and expenditures of federal funds are properly documented, we will devise a program tracking mechanism which will systematically track all information about each program and associated funding. We create an electronic workbook that will contain required data elements, such as allocation, ARPA category, recovery spending/disbursement, performance, and outcome. The master workbook would consolidate all individual project workbooks into one master file.



Our current clients have found the master electronic workbook and our program assessment template effective in understanding the status of all their strategic

The next level of service

ARPA programs and associated activities. While programs are being evaluated for allowability, we update our master electronic workbook on a daily basis to reflect the status of the program and regularly report back to the Town.

With regard to cost recovery, compliance of expenditure, and fiscal reporting, there will be a high degree of scrutiny on the performance, both financial and non-financial, of all authorized projects.

We will work with your purchasing and contracting officials to review all existing contracts and purchasing documentation to determine whether the required data elements and metrics have been included in the contracts with current subrecipients. If that is the case, then the collection of accurate KPIs will be a contractual obligation on the subrecipient's part to fulfil. If that is not the case, we will work with the Town and current subrecipients to refine existing metrics against its objectives. For future programs, we will make sure that all grant applications specifically outline required data elements and that all grant solicitations contain these required data elements. This will ensure that the applicable U.S. Treasury required KPI reporting requirements are incorporated into the executed contracts. We have found that this is the simplest way to ensure that the project vendors understand their regular required reporting responsibilities.

Further, we will support you with the required training to ensure that both Town staff and subrecipients are fully informed of the specific requirements in adherence with the U.S. Treasury requirements. These training sessions coupled with hands-on assistance from our team will ensure that all programs are set up accurately from the start so that all required data can easily be collected. This will facilitate a streamlined compliance and reporting process, that meets all federal reporting requirements.

We will assist the Town with all required cost tracking, accounting, and fiscal management. We assume that the Town has established appropriate cost centers in the financial system and the Town personnel are recording all ARPA transactions accordingly. It is important to ensure that such ARPA funding is properly controlled as well as compliant with ARPA regulations. We will review Town internal control policies and cost center taxonomy for compliance with reporting requirements previously outlined. We will perform a "pre-audit" by inspecting and verifying transaction documentation to verify each transaction has been properly processed in accordance with established policies and procedures and is allowable under ARPA regulations. Performing this pre-audit will prevent future audit risks.

We will use the pre-audited cost center data to assist the Town in preparing monthly reports for each of the approved ARPA projects. Each of these reports will be reconciled to the Town's General Ledger system on a monthly basis, to ensure that all costs are being accounted for, tracked and reported accurately, and made available for the independent auditors, should the program be selected for the Uniform Grant Guidance audit.

As part of our standard *close-out process*, we will establish and maintain documentation for auditing and grant close-out purposes. Our close-out process entails the following:

- If a grantee project requires a closeout audit, we will inquire, observe, and inspect each grantee to determine whether they maintained project-specific level expenditures in the General Ledger.
- We will select a sample of expenditures to inspect in order to confirm whether such expenditures have been made in accordance with applicable laws and regulations.

We work closely with the Town to ensure accuracy of all deliverables, and provide technical assistance throughout the engagement. We have sufficient experience in the preparation of any appeals and can

guide you through the process. We can support the Town with the resolution of any requests for information, justification, audit findings, and eligibility appeals. We can assist the Town to coordinate between federal, state, and local agencies and, if needed, we will represent the Town and attend meetings with various agencies. We will document our audit findings regularly and provide recommendations for potential improvements followed by proposed options for implementation strategy. We stand ready to represent the Town and attend meetings with external auditors, community partners or other agencies, as may be necessary.

Monitoring Services

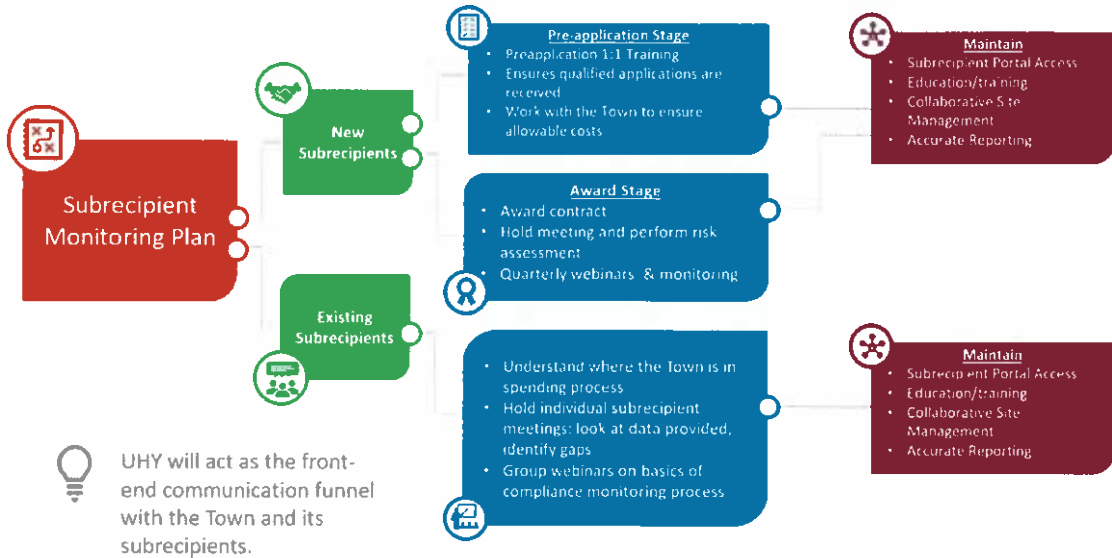
- Assist the Town with developing a process to oversee grants distributed to outside organizations, including communicating the terms and conditions of funding to relevant vendors.
- Assist the Town with ensuring costs and/or proposed budgets for vendors are necessary and reasonable for the activity provided.
- Assist Town staff with reporting, disbursing, and financial oversight functions.
- Assist the Town with devising and implementing fraud prevention and abuse practices.
- The selected Vendor(s) may be requested to directly review spending by outside organizations to ensure compliance with federal and state requirements.

We will carry out compliance reviews and monitoring to ensure that all subrecipients are in compliance with the Federal Government’s guidance. As our engagement begins, we obtain an understanding of the policies, procedures, and processes that the Town has established to administer and monitor its ARPA funds. Monitoring recipients/subrecipients depends on the structure of the project. Monitoring **both financial (Quantitative) and non-financial (Qualitative) performance** indicators is critical to data integrity. We can also hold webinars and training sessions for the vendors/fund recipients to explain ARPA requirements. As depicted below, there are critical steps that need to be taken to stay compliant with the federal government requirements throughout the life cycle of ARPA management:

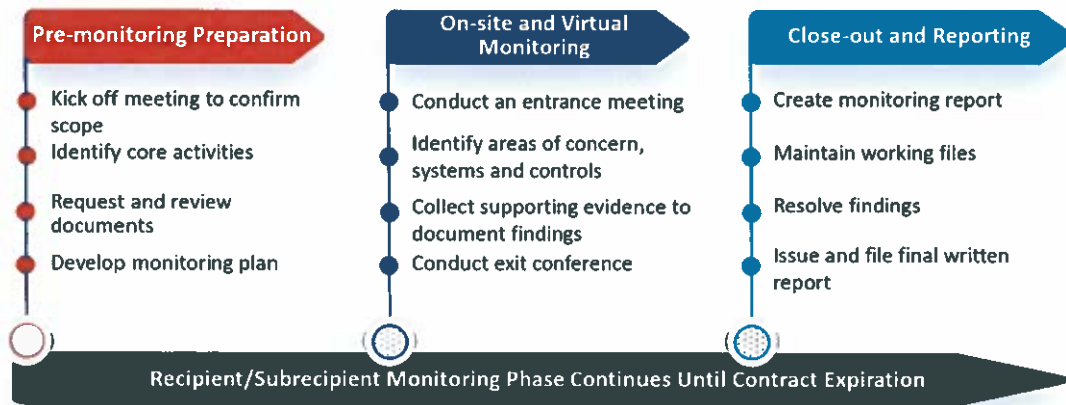
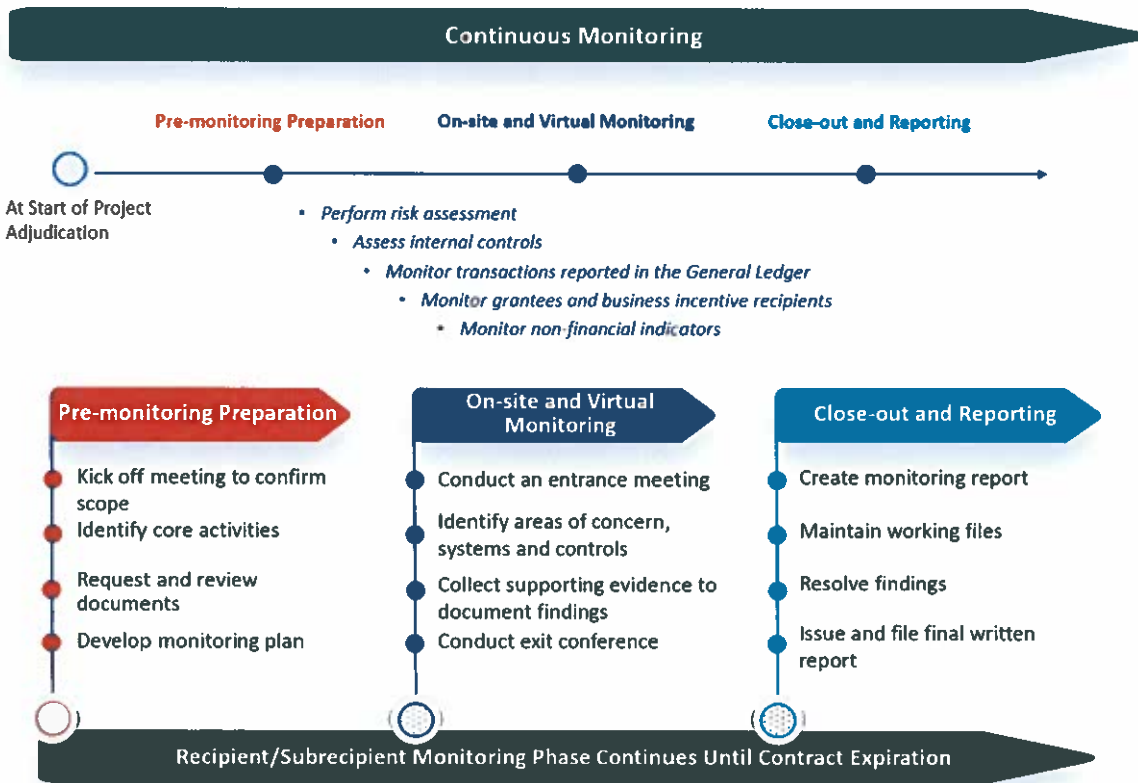


The next level of service

The following describes how we will ensure compliance of newly created ARPA funded initiatives with federal grant regulations, in addition to managing existing subrecipient monitoring plan:



Based on the Town's direction and needs, we can perform compliance monitoring of grant recipients based on the Federal regulations and Uniform Guidance. Our work plan is as follows:



UHY is well-versed in Federal, State, and local laws, requirements, and policies in terms of the grant management and monitoring lifecycle. We are strongly positioned to 1) assist with each step of the monitoring process, 2) advise on internal controls and best practices that need to be established, and 3) provide recommendations on current practices that may fall short of the ARPA requirements. We will attend meetings with Town staff, management and departments when requested.

Below are several templates we have developed for tracking and managing ARPA funds for our existing ARPA clients:

- | | |
|-------------------------------------|---|
| 1. Drawdown Calendar | 5. Payroll & Benefits File Documentation Template |
| 2. Draw Down Request Form | 6. Federal Uniform Guidance Citations |
| 3. Drawdown Expense Ledger Template | 7. Subrecipient Change Request Form |
| 4. Payroll Ledger Template | |

Please see the **Appendix** for a few examples.

Through our program tracking process, we will ensure that subrecipient agencies provide services that are delivered in accordance with contract requirements as to type of services and number of units of service.

We will assist the Town in determining eligibility and allowable costs for payments that come through from various Town program administrators.

The following process will help to ensure that the various funded projects will be allowable and reimbursable under ARPA:

- Projects funded will report the required financial and non-financial data
- Projects are set up under a standard taxonomy so that the data is reported consistently in the General Ledger
- Projects are continuously monitored to ensure payments that are initiated, processed, and recorded are properly approved and recorded in the proper General Ledger account
- The final step in the process is to ensure that project information is properly reported.

We review all payment requests to make sure that they align with the associated ARPA categories and contractual agreements. This review will determine if this is an allowable cost for the Town to incur. If it is allowable, we will assist you with payment processing. If not, we will inquire and potentially investigate the root cause of the discrepancy, and will communicate promptly with the Town. We have developed standard forms for payment requests processing.

Please see the **Appendix** for an example of this form.

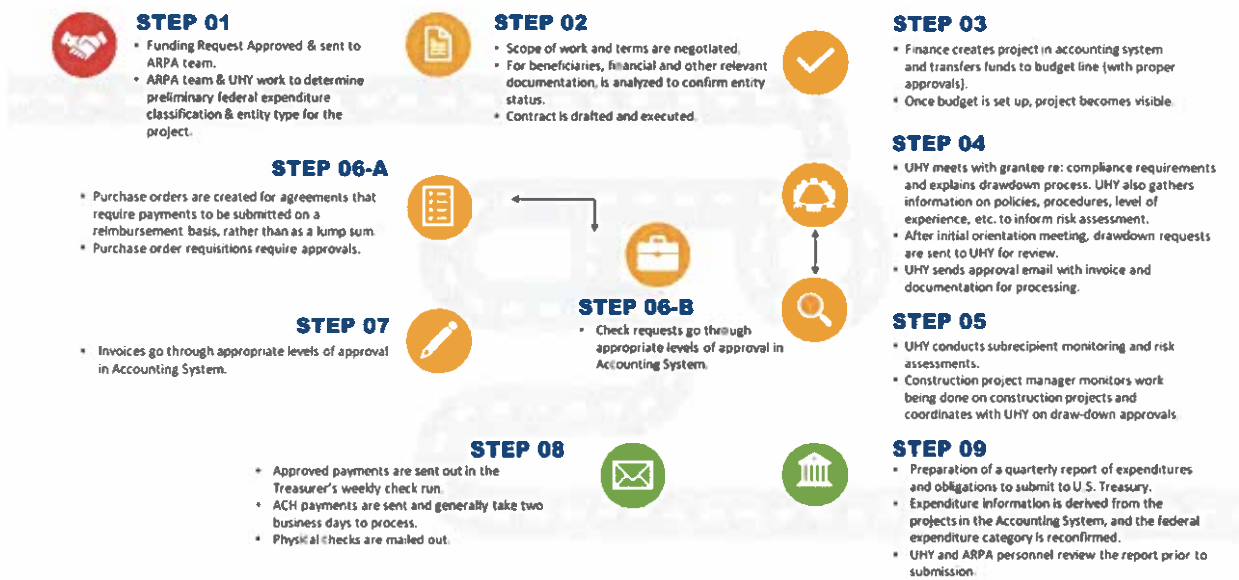
When the vendor/recipient returns this form, the Town may need to ask for supporting documents such as the following:

- | | |
|--|---|
| • Pictures to document status/phase of project | • Site visit reports, if applicable |
| • Timesheets or Payroll Reports with pay stubs | • Copies of Permits and Licenses, if applicable |
| • Purchase Order, Contract, Contract Modifications | • Other documents as appropriate |
| • Invoices for supplies and materials | |

*The next level
of service*

This information will be included in our regular status reports to the Town as a means to provide an up-to-date view of all processed payment requests.

The following depicts our ARPA Project Roadmap, from funding request to payment to reporting:



As previously mentioned, in all our current ARPA engagements, we work to identify potential waste, fraud, and abuse; while performing oversight of disbursement and tracking of federal funds by state or federal agencies.

As part of monitoring, we will gather all financial and non-financial data to assist the Town with the submission of the quarterly reports. If subrecipient programs fall short of meeting ARPA requirements related to their achievements, outcomes, and impacts, we will notify the Town immediately and provide recommendations to address the shortfall.

We continuously keep all stakeholders informed and aware of grant activities as there will be a high degree of scrutiny on performance, both financial and non-financial, of all authorized projects.

We will prepare and design reports that will identify the following, by each ARPA program:

- Total ARPA funding awarded,
- Expenditures charged to date,
- Planned spending in the future, and
- Funding remaining after actual and planned spending is accounted for.

These reports present aggregated data, by subrecipient program, demonstrating the progress achievements, outcomes and impacts both financially and non-financially, followed by recommendations for changes to program funding. A meaningful analysis of planned future spending is key. We will work closely with the Town division's programmatic and budget/accounting personnel to leverage existing processes. We will meet with those responsible for developing future spending plans to ensure they are based on existing documentation, such as a contract, purchase orders, etc. The goal is to avoid the risk that these plans become merely a "plug" to demonstrate that all funding will be used, without any specific

provision on how it will be spent in the future. If ARPA funding is still available in the program, we will work with program managers to identify: (1) any prior spending which may have been charged to other sources but should be charged to ARPA funding and (2) any potential future spending which could be accelerated by charging to ARPA.

Prior spending may also be identified through the use of data analysis tools which will help to identify expenditures that should be considered for ARPA funding. We will provide written recommendations if any such changes to spending plans or prior spending amounts need to be made.

The *quarterly reports* submitted to Treasury within 30 calendar days after the end of each calendar quarter will be the aggregation of individual project level data. Each project will need to report the following:

Expenditures: The recipient must be able to report on the project’s obligations and expenditures. Recipients will be asked to report on the adopted budget for projects greater than \$50,000:

- Current period obligation
- Cumulative obligation
- Current period expenditure
- Cumulative expenditure
- Original project budget

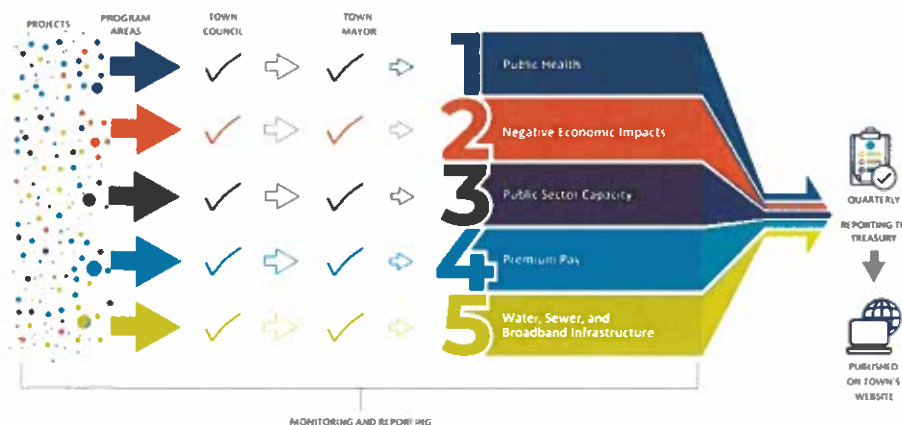
Project Status: The recipient must report on project status for each reporting period, in four categories:

- Not started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

The aggregated project level data will be presented in the seven ARPA programmatic categories.

Our workplan leverages your already established internal controls. We assume, unless otherwise demonstrated, that the Town’s internal control over financial reporting is effective and efficient. We will work with all appropriate Town departments to prepare and continuously coordinate to meet the deadlines for all reporting. Monthly, subsequent to disbursement, we will select a relevant sample of transactions to “pre-audit” for compliance and reconciliation. This will be accomplished one month in arrears. For example, July transactions will be pre-audited by the end of August. Finally, we will prepare the required management, Legislative Council, constituents, and federal and state/local government reports by the end of the following month. In short, our milestones will be incorporated into your already functioning internal control processes.

In conclusion, the following illustration provides a holistic view of our process throughout the life cycle of ARPA fund management.



The next level of service

PROPOSED DELIVERABLES

We anticipate the following deliverables for this engagement, in accordance with your requirements:

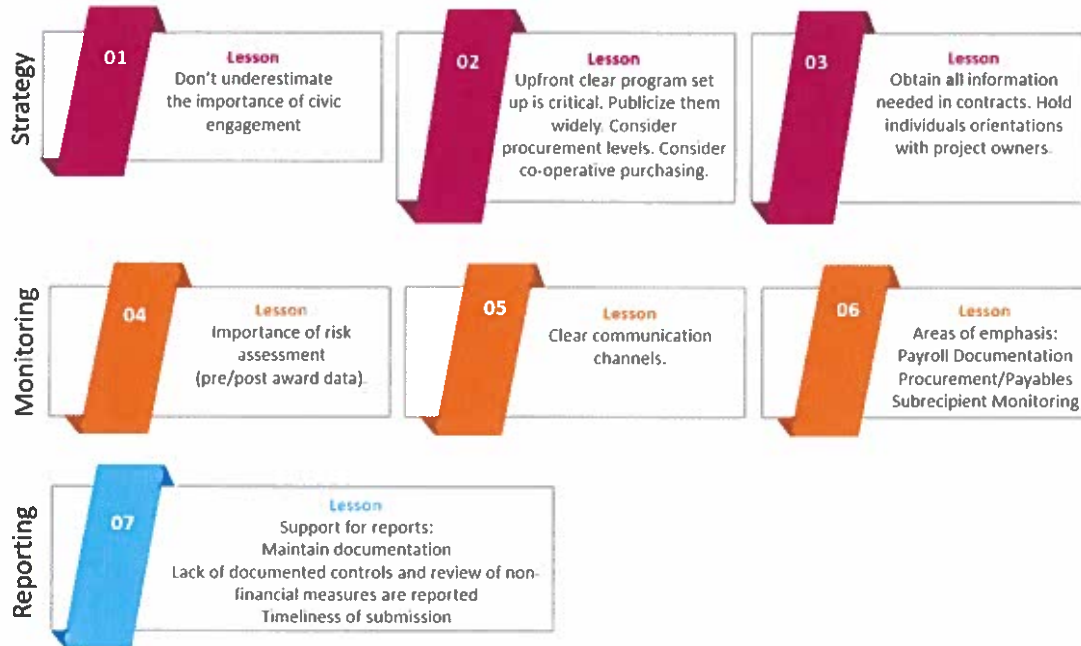
- Documented advice regarding all applicable legislation, regulations, policies, and rules related to federal recovery funds
- Recommendations for appropriate policies and procedures for use of ARPA funds
- Recommendation to maximize ARPA funding in conjunction with other local entities
- Proposed guiding principles for the use and coordination of ARPA funds
- Documentation and interpretations of guidance from ARPA funding entities
- Presentations and communications materials for community stakeholders, constituents, and the public
- Description of scope and eligibility of each funding source before stakeholder engagement
- Documentation to demonstrate compliance with ARPA guidance
- Project inventory containing all required ARPA data elements
- Guidance on grants administration lifecycle from pre-monitoring, onsite monitoring, and reporting
- Findings related to waste, fraud, and abuse, if any
- Risk assessment of sub-recipients to evaluate non-compliance
- Final Close-Out Report to the Town and to the Treasury Department
- Master electronic workbook that consolidates all individual project workbooks
- Instruction for appeal request and all notice and public hearing requirements, if need be
- Streamlined reporting process
- Reports based on the Town's needs

Upon mutual agreement, we are prepared to provide the Town with additional deliverables, as needed. For any other services, during the engagement, we will provide the Town with our findings and potential areas for improvement in order to establish best practices.

UHY KNOWS ARPA

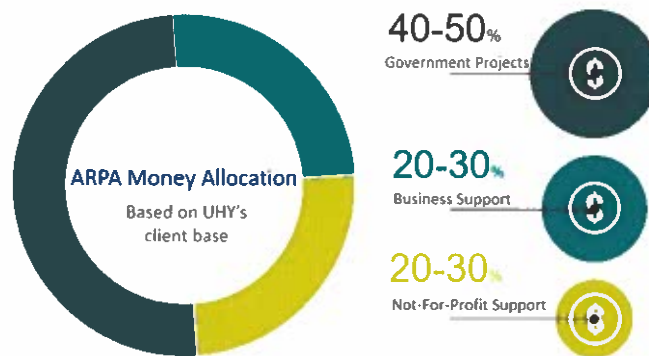
In serving our existing ARPA clients, we have utilized a consistent methodology which has enabled us to document lessons learned and develop best practices to provide guidance, strategic planning advice, compliance oversight and compliance consultation, monitoring, technical assistance, training, and reporting to all of our existing ARPA clients.

Highlights of our lessons learned so far are depicted below:



The following highlights our observations of the allocation of ARPA funds across our client base:

of UHY Clients: 21 # of ARPA Projects: 250+ Total ARPA \$ Tracked: >\$1.5bn



The next level of service

APPENDIX

UHY RESUMES

JACK REAGAN



**PARTNER, UHY LLP
MANAGING DIRECTOR, UHY ADVISORS,
INC.**

Email: jreagan@uhy-us.com
Direct: 410 423 4832

INDUSTRY EXPERTISE:

- State and Local Government
- Federal Government
- Not-for Profit

ACTIVE & PRIOR PROFESSIONAL MEMBERSHIPS:

- American Institute of Certified Public Accountants (AICPA)
- Association of Government Accountants (AGA)
- Association of School Business Officials (ASBO)
- Government Finance Officers Association (GFOA)

ACTIVE & PRIOR CIVIC MEMBERSHIPS:

- University of Richmond Accounting Department Advisory Board
- University of Richmond Robins School of Business Dean's Advisory Board
- DC Scores

Jack is a member of UHY's audit practice out of Columbia, MD and has recently been appointed to UHY LLP's Management Committee. Jack has over 30 years of experience serving state and local governments, local school districts, federal government entities, and not for profit organizations as both an auditor and consultant. He has served many of the largest state and local government entities throughout the country including: New York City, Boston, San Jose, Nashville and Washington, D.C., as well as the states of New York, Texas, New Jersey, Delaware, Florida, and California and Fairfax County (Va.), Loudoun County (Va.) and Montgomery County (Md.). Jack currently leads many ARPA consulting engagements for cities and counties across the nation. He also serves as an ARPA subject matter expert for the City of Detroit, MI. Jack also served as a quality control review partner for close out audits of FEMA grant funds awarded to localities by the Texas Department of Emergency Management.

Jack has successfully assisted numerous localities obtain and maintain their GFOA and ASB Certificates of Excellence in Financial Reporting. He is a widely sought-after speaker on emerging issues facing these entities, from technical accounting matters to grants management to other financial management issues. Jack was the first recipient of the University of Richmond Accounting Department Alumni of the Year for his contributions to students at his alma mater.

PROFESSIONAL EXPERIENCE:

- Deep experience assisting state and local governments improve their internal control over financial reporting
- Extensive knowledge of budget development process and assisting clients in maximizing revenues and minimizing expenditures
- Strong experience working with investment bankers and other professionals in developing offering documents for bond offerings
- Assisted several federal government entities to obtain their first "clean" audit opinion

BACKGROUND:

- Licensed CPA in the states of Maryland and Virginia
- BSBA in Accounting, University of Richmond, May 1989

THOUGHT LEADERSHIP:

- Association of Government Accountants National Professional Development Training Conference Co-Chair – February 2017
- Michigan Society of Certified Public Accountants Government Day Speaker
- Maryland Society of Certified Public Accountants Government Day Speaker
- New York State Association of Government Accountants Government Day Speaker
- National Association of Counties Annual Legislative Update Speaker on Emerging Governmental Accounting Issues
- Virginia Municipal League Annual Conference Speaker on Emerging Governmental Accounting Issues
- Columbia Webinar Speaker on governmental accounting and grants management issues
- Government Finance Officers Association Special Review Committee Member
- Association of School Business Officials Special Review Committee Member

*The next level
of service*

STACY FARBER



Stacy brings over 25 years of experience in financial leadership to her engagements. She specializes in financial decision making and company-wide policy development to overcome operational issues and drive proactive improvements. Stacy also works on ARPA engagements, many located in the state of Connecticut and New England.

PROFESSIONAL EXPERIENCE:

- Farmington, CT Attest and CAAS Practice Leader
- Northeast Region Employee Benefit Plan Practice Leader
- Provides attest and advisory consulting services to closely-held businesses, performing compilations, reviews and audits for clients in the various industries.
- Head of the UHY Employee Benefit Plan Center of Excellence for the Northeast Region
- Consolidate and analyze financial statements and results.
- Analyze finances to determine risks and create cash forecasts.
- Advise management on how to craft effective business plans and resolve cost-related issues.
- As a CFO for over 5 years, she lead and managed all areas of accounting operations, including monthly, quarterly and annual close processes, AP/AR/GL, fixed assets, payroll, revenue recognition treatment, collections, financial planning and analysis.

BACKGROUND:

- Licensed CPA in the state of Connecticut
- B.S. Financial Accounting, Bryant University

THOUGHT LEADERSHIP:

- Quoted in "Upgrading Benefits Administration with Robotic Process Automation", SHRM, June 2021
- Interviewed in "Small employers have new federal incentives to offer worker retirement benefits", Hartford Business Journal, March 2021
- Panelist in "The CARES Act and Its Impact on Your Business and Benefit Plans", UHY Webinar, February 2021

MANAGING DIRECTOR, UHY ADVISORS N.E., LLC

Email: sfarber@uhy-us.com

Direct: (860) 221-7609

INDUSTRY EXPERTISE:

- Manufacturing and Distribution
- Employee Benefit Plans
- Construction
- Retail
- Grocery Store
- Not-For-Profits

ACTIVE & PRIOR PROFESSIONAL MEMBERSHIPS:

- Board member of the Connecticut State Board of Accountancy
- Connecticut Society of Certified Public Accountants (CTCPA)
- Chairperson of the CTCPA Employee Benefit Plan Committee
- Member of the CTCPA Advisory Council
- Member of the CTCPA Nominating Committee
- Middlesex Chamber of Commerce
- Glastonbury Chamber of Commerce
- West Hartford Chamber of Commerce

PRIOR CIVIC MEMBERSHIPS:

- Gifts of Love – Treasurer, Board Member

MARTHA MCCABE



CONSULTING MANAGER, UHY LLP

Email: mmccabe@uhy-us.com
 Direct: 410 423 3506
 Mobile: 316 665 6186

INDUSTRY EXPERTISE:

- State & Local Government
- Not-for-Profit & Higher Education

ACTIVE & PRIOR PROFESSIONAL MEMBERSHIPS:

- Kansas Grant Professional Association
- Grant Professional Association (GPA)
- Kansas Non-Profit Chamber (Wichita)

ACTIVE & PRIOR CIVIC MEMBERSHIPS:

- Women for Kansas
- Sierra Club – Kansas Chapter

Martha McCabe is a consulting manager in the Audit & Assurance Department of the Columbia Office of UHY. She has over 30 years' experience in successful development and implementation of grants for non-profits and local governments through government and foundation funding. This includes submission of reporting and compliance to provisions of award agreements, Final Rules, Reporting Guidelines and the Federal Uniform Guidance. She works collaboratively with program officers to ensure implementation and compliance of all funded activities, and then with finance officers to ensure accurate submission of all grant expenditures, Single Audits and renewal of federal indirect rate agreements. She has participated in successful (no-findings) of numerous desk and on-site compliance reviews conducted by federal, state and local governments, along with reviews conducted by corporate and foundation funders.

PROFESSIONAL EXPERIENCE:

- Developed strong relationship with the state Recovery Office and key personnel in numerous counties for a mid-western state, to provide clear understanding of eligible use of CARES Act and ARPA funding.
- Developed and implemented County Plans to respond to the COVID-19 public health emergency, which included providing daily assistance to ensure expenditures were reasonable, allowable and enabled rapid response to needs of residents, provision eligibility determination documentation and memos, submitting accurate monthly financial and close-out reports state recovery office and subsequent submission to the U.S. Treasury.
- Assisted in creating sub-grant programs to small businesses and non-profits, direct aid to school districts and municipalities, including sub-recipient monitoring plans, essential documentation (e.g. Risk Assessments, MOUs), monitoring and compliance required by the county.
- Created numerous training webinars (along with procurement and reporting forms, job aids) for use by local governments and their staff to ensure compliance to CARES Act, ARPA and Federal Uniform Guidance.
- Provided support for ARPA funding activities to Sedgwick County, Kansas beginning July 2021, with expenditures totaling almost \$103 million for COVID-19 recovery efforts under ARPA.

BACKGROUND:

- Health Policy Fellow, George Washington University; Geiger Institute of Public Health, Washington, DC
- Master of Social Work, Newman University, Wichita
- MBA Certificate, Barton School of Business, Wichita State University, Wichita
- Master of Arts, Special Studies (American Government), George Washington University, Washington, DC
- Bachelor of Arts, Political Science, Fort Hays State University, Hays, KS
- Grant Peer Reviewer (contracted) – U.S. Department of Health & Human Services

THOUGHT LEADERSHIP:

- Sedgwick County – ARPA Community Navigator Program (development of Recovery/Connect website/service) (Wichita, KS)
- Presentation - "Compliance to Federal Uniform Guidance under ARPA" – KSGFOA – June 2022
- Presentation - "Submitting successful (high-scoring) Federal Grant Applications" – KS Non-Profit Chamber – June 2022
- Workshop – Series of 8 sessions – ARPA Provisions of Federal Uniform Guidance – Kansas Housing Resources Corporation Annual Meeting – Wichita, KS – August 2022

*The next level
of service*

SARAH GOSS



Sarah has over 15 years of experience in providing audit, financial management and reporting, and consulting services. She specializes in financial reporting, including financial statements, US GAAP conversions, ARPA regulations, and SOX reporting requirements. Sarah's consulting experience includes assisting businesses with restructuring advisory services, interim financial leadership roles, local government advisory services with federal grants, implementation of ERP software, and overall development, implementation and improvement of internal processes and controls.

PROFESSIONAL EXPERIENCE:

- Advisory services for local municipalities related to federal grants (American Rescue Plan Act), administration of federal grants, federal compliance management, monitoring of funding, and treasury reporting
- Audits, reviews, and compilations for private and public companies in compliance with GAAP and regulatory requirements
- Pension and employee benefit plan audits
- Development, implementation, and process improvement of internal controls inclusive of Sarbanes-Oxley reporting
- Business advisory services, including financial modeling, business valuations, debt restructurings, cost reduction strategies, and bankruptcy advisory
- Assists with ERP implementations

BACKGROUND:

- Licensed CPA in the state of Connecticut
- B.S., Accounting, University of Connecticut

SENIOR, UHY LLP

Email: sgoss@uhy-us.com
Direct: (860) 255-0107

INDUSTRY EXPERTISE:

- Local Government
- Manufacturing
- Retail
- Healthcare
- Financial Services

ACTIVE & PRIOR PROFESSIONAL MEMBERSHIPS:

- Connecticut Society of Certified Public Accountants (CTCPA)
- American Institute of Certified Public Accountants (AICPA)
- Certified Insolvency and Restructuring Advisor (CIRA – Inactive)

SAMPLE ELECTRONIC PROJECT WORKBOOK

Project Name City of X Project Y
 Identification Number N/A

Description of the Project:

Agreement with the ABC, Inc., a nonprofit organization, to manage and administer the City's Coronavirus Relief Fund allocation for the purpose of distributing CARES Act funds to local community service providers.

Description	Expenditure Category	Eligible Use Category	Funding Amount				Comments
			6/1/2020	9/2/2020	2nd Amendment, no date	Total Funds Awarded	
Staff Costs & Fringe	EC 2.1	Public Health/Negative Economic Impacts	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	6/1/20 Comments inserted by date
Equipment	EC 2.1	Public Health/Negative Economic Impacts	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	6/1/20 Comments inserted by date
Food Procurement	EC 2.1	Public Health/Negative Economic Impacts	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	6/1/20 Comments inserted by date
Administration	EC 7.1	Public Health/Negative Economic Impacts	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	6/1/20 Comments inserted by date
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

Use of Funds

Please provide a description of the intended use of funds, strategies designed to ensure maximum program's impact and how it connects with the City's intended use of the funds. Please explain how the program objectives benefits the City on each of the following areas (select those that apply):

Public Health (EC 1):

As relevant, describe how funds are being used to respond to COVID-19 and the broader health impacts of COVID-19 and the COVID-19 public health emergency.

Utilize Coronavirus Relief Funds to expand its emergency food assistance efforts throughout the City. Funds will be utilized for staff costs, small equipment purchases and food procurement to support food pantries and food assistance efforts throughout the City, with priority given to developing consistent food assistance efforts in high needs areas identified in partnership w/the Corporation.

Most of the funds were used to purchase food (dry, canned and produce) to supplement donated and government foods to support emergency feeding organizations (from Final Report to ACDS).

Negative Economic Impacts (EC 2):

As relevant, describe how funds are being used to respond to negative economic impacts of the COVID-19 public health emergency, including to households and small businesses.

Since COVID-19 began, we have seen food insecurity in our community increase and food donations decrease dramatically. During this time of year the AACFB used to serve approximately 5,000 households per month, now we see approximately 22,500 households show up each month for food at our emergency feeding pantries. This need is particularly acute among people who have worked in the gig economy and do not receive unemployment benefits (from Final Report to ACDS).

Services to Disproportionately Impacted Communities (EC 3):

As relevant, describe how funds are being used to provide services to communities disproportionately impacted by the COVID-19 public health emergency.

Unique household or individual data are unavailable at Pantry on the GO or Fresh Food Fridays food distributions due to limited intake at pantries due to COVID. (All numbers are approximate as we have not yet received all of the monthly reports for December 2020).

Premium Pay (EC 4):

As relevant, describe the approach, goals, and sectors or occupations served in any premium pay program. Describe how your approach prioritizes low-income workers.

No mention of any premium pay provided to essential workers.

Water, sewer, and broadband infrastructure (EC 5):

Describe the approach, goals, and types of projects being pursued, if pursuing.

No mention of any water, sewer and broadband infrastructure projects being pursued.

Revenue Replacement (EC 6):

Describe the loss in revenue due to the COVID-19 public health emergency and how funds have been used to provide government services.

Funds were also used to purchase computers and telephones necessary to track and ensure systems stay up and running during Covid. Funds were also used to increase staff to keep up with the increasing demand by hiring temporary workers to replace the Detention Center workers who no longer able to leave the prison due to Covid (from Final Report to ACDS).

CONFIDENTIAL

The next level of service

<p>Promoting Equitable Outcomes Describe efforts to promote equitable outcomes, including how programs were designed with equity in mind. This section should include a description of how the City will consider and measure equity at the various stages of the program, provide your responses in the sections below:</p>
<p>A) Goals: Are there particular historically underserved, marginalized, or adversely affected groups that you intend to serve within the City? No mention of any efforts made to benefit underserved, marginalized, or adversely affected groups.</p>
<p>B) Awareness: How equal and practical is the ability for residents or businesses to become aware of the services funded by the SLFRF? No mention of any efforts to made to increase City residents or business awareness of services funded by the SLFRF.</p>
<p>C) Access and Distribution: Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria? No mention of any data on the levels of access to benefits and services available.</p>
<p>D) Outcomes: Are Intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective? No mention of intended outcomes from the project.</p>
<p>Additional Information - Selected Expenditure Categories This section should describe how the City's planned or current use of funds prioritizes economic and racial equity as a goal, names specific targets intended to produce meaningful equity results at scale, and articulates the strategies to achieve those targets. The Initial report must describe efforts to date and intended outcomes to promote equity. Each annual report thereafter must provide an update, using qualitative and quantitative data, on how the recipients' approach achieved or promoted equitable outcomes or progressed against equity goals during the performance period. Please also describe any constraints or challenges that impacted project success in terms of increasing equity. In particular, this section must describe the geographic and demographic distribution of funding, including whether it is targeted toward traditionally marginalized communities. In addition, this section should explain how the City's overall equity strategy translates into the specific services or programs offered by your jurisdiction for the following expenditure categories:</p>
<p>Negative Economic Impacts (EC 2): This includes assistance with food, housing, and other needs; employment programs for people with barriers to employment who faced negative economic impacts from the pandemic (such as residents of low-income neighborhoods, minorities, disconnected youth, the unemployed, formerly incarcerated people, veterans, and people with disabilities); and other strategies that provide disadvantaged groups with access to education, jobs, and opportunity.</p> <p>Approximately 150,000 households or 400,000 individuals were assisted through Cares funding with emergency food by AACFB Emergency Food Partners. This includes 91,000 HH or 165,000 individuals at Pantry on the Go in partnership with Youth and Family Partnerships; 13,000 HH through Fresh Food Fridays in partnership with the Depart. Of Aging and Disabilities and 43,000 unique HH or 233,000 individuals at Emergency Pantries throughout AA City.</p> <p>There was a significant increase since COVID-19. Prior to COVID-19, the AACFB served approximately 25,000 individuals or 5,000 families a month. During COVID-19, we have served over 55,000 individuals or 22,000 families a month.</p> <p>We collect the data using forms as the clients are coming in to receive food/goods then we enter that info into an Excel database system or reports are submitted to Youth and Family Partnerships who in turn report data to the AACFB.</p> <p>In the beginning it was challenging to obtain a regular source of food to purchase the volume of food needed for each event, but since that time we have been able create new accounts with various vendors to purchase food with CRF funds to fill in gaps. These funds also provided warehouse labor to process the necessary food to meet the increased need of our City residents. Our pantries continue to report an increase in need. Financial hardship takes time to recover, we expect the need to continue for six to twelve months after we get through the COVID pandemic. We are extremely grateful to receive \$1.375 million to continue efforts through AA City for the next six months. Additional funds may be needed over the next six months which we are actively working to secure.</p> <p>Since COVID began the AACFB has distributed over 4 million pounds of food to those in need. In FY20 the AACFB distributed 2.6 million pounds of food. The need has grown exponentially and with the supportive funding through ACDS and AA City the AACFB has been able to meet these needs and ensure food was available (from Final Report to ACDS).</p>
<p>Services to Disproportionately Impacted Communities (EC 3): This includes services to address health disparities and the social determinants of health, build stronger neighborhoods and communities (e.g., affordable housing), address educational disparities (e.g., evidence-based tutoring, community schools, and academic, social-emotional, and mental health supports for high poverty schools), and promote healthy childhood environments (e.g., home visiting, child care). No mention of intended outcomes from the project.</p>

CONFIDENTIAL

<p>Other Information Required</p> <p>Community Engagement : This section should describe how the City's planned or current use of funds incorporates written, oral, and other forms of input that capture diverse feedback from constituents, community-based organizations, and the communities themselves (EC 3). Where relevant, this description must include how funds will build the capacity of community organizations to serve people with significant barriers to services, including people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups.</p> <p>No mention of community engagement efforts made.</p>	
<p>Labor Practices : This section should describe the workforce practices on any infrastructure projects being pursued (EC 5), including how are projects using strong labor standards to promote effective and efficient delivery of high-quality infrastructure projects while also supporting the economic recovery through strong employment opportunities for workers. For example, this section should report whether any of the following practices are being utilized: project labor agreements, community benefits agreements, prevailing wage requirements, and local hiring.</p> <p>Hiring of resources was performed to address increase in providing food and services, however, there's no data on labor standards and/or other metrics to ensure it was effective and efficient.</p>	
<p>Use of Evidence : The Recovery Plan should identify whether SLFRF funds are being used for evidence-based interventions and/or if projects are being evaluated through rigorous program evaluations that are designed to build evidence. The City must briefly describe the goals of the project, and the evidence base for the interventions funded by the project. The City must specifically identify the dollar amount of the total project spending that is allocated towards evidence-based interventions for each project in the Public Health (EC 1), Negative Economic Impacts (EC 2), and Services to Disproportionately Impacted Communities (EC 3) Expenditure Categories.</p> <p>There's no data on evidence-based interventions and/or evaluations made of programs available.</p>	
<p>Reporting Requirements The Recovery Plan must include key performance indicators for the major SLFRF funded projects undertaken by the recipient. The City has flexibility in terms of how this information is presented in the Recovery Plan, and may report key performance indicators for each project, or may group projects with substantially similar goals and the same outcome measures. The initial report should include the key indicators above. Each annual report thereafter should include updated data for the performance period as well as prior period data, and a brief narrative adding any additional context to help the reader interpret the results and understand the any changes in performance indicators over time. To the extent possible, Treasury also encourages recipients to provide data disaggregated by race, ethnicity, gender, income, and other relevant factors.</p>	
<p>Required Performance Indicators and Programmatic Data: While the City has discretion on the full suite of performance indicators to include, a number of mandatory performance indicators and programmatic data must be included. These are necessary to allow Treasury to conduct oversight as well as understand and aggregate program outcomes across recipients. This section provides an overview of the mandatory performance indicators and programmatic data. This information may be included in the City's Recovery Plan as they determine most appropriate, including combining with the section above, but this data will also need to be entered directly into the Treasury reporting portal. Below is a list of required data for each Expenditure Category:</p>	
<p>Household Assistance (EC 2.2 & 2.5) and Housing Support (EC 3.10-3.12):</p> <ul style="list-style-type: none"> •Number of people or households receiving eviction prevention services (including legal representation) _____ •Number of affordable housing units preserved or developed _____ 	<p>No mention of housing assistance efforts to prevent eviction nor how many housing units preserved/developed.</p>
<p>Negative Economic Impacts (EC 2):</p> <ul style="list-style-type: none"> •Number of workers enrolled in sectoral job training programs _____ •Number of workers completing sectoral job training programs _____ •Number of people participating in summer youth employment programs _____ 	<p>No mention of job sectoral job trainings provided nor summer youth employment programs provided.</p>
<p>Education Assistance (EC 3.1-3.5):</p> <ul style="list-style-type: none"> •Number of students participating in evidence-based tutoring programs _____ 	<p>No mention of evidence-based tutorial programs being offered.</p>
<p>Healthy Childhood Environments (EC 3.6-3.9):</p> <ul style="list-style-type: none"> •Number of people or households receiving eviction prevention services (including legal representation) _____ •Number of affordable housing units preserved or developed _____ 	<p>No mention of eviction prevention services being offered.</p>

CONFIDENTIAL

The next level of service

SUBRECIPIENT CHANGE REQUEST FORM

City Name – ARPA
Request for Change in Project Work Plan/Budget
Submit to UHY for Review – UHY will forward to City
Requests may take up to 30 days for review & decision.

Subrecipient Name:
Total ARPA awarded:

Category of Change (mark all that apply):

- Extend Project Completion Date
- Move more than 10% of Project Budget Line-Item expense to other Line-Item expense
- Revise Work Plan & Budget
- Cancel Agreement/Return ARPA funds to City
- Request for Advance
- Other change to Project

Describe requested change(limit to 200 words):

If requesting change in budget, complete attached Budget form.

Type Name of Authorized Officer or Employee _____
Date Submitted

For City Use:

Reviewed by: Council Task Force City Staff

Date of Review & Summary Comments:

Decision: Approved Denied **Approved by** _____

Date Subrecipient notified of Decision:

Typed Name of City official Staff

Project Revised Budget Request

Category of Expenditure	Previous Approved Budget	Revised Budget	% change (Revised/Previous)
<i>Personnel (salaries – W2)</i>	\$	\$	
<i>Fringe Benefits (as eligible under §200.430 of Uniform Guidance)</i>	\$	\$	
<i>Contracted workers (1099)</i>	\$	\$	
<i>Conferences/Travel (must use GSA.gov travel rates)</i>	\$	\$	
<i>Equipment (over \$5,000 per item)</i>	\$	\$	
<i>Office/ Project Supplies under \$5,000 per item</i>	\$	\$	
<i>Contracts for non-personnel expense</i>	\$	\$	
<i>Construction/Renovation supplies</i>	\$	\$	
<i>Rent/Utilities</i>	\$	\$	
<i>Land acquisition</i>	\$	\$	
<i>Property, Liability & other insurance</i>	\$	\$	
<i>Contract for auditing & accounting services</i>	\$	\$	
<i>Other (see below)</i>	\$	\$	
TOTAL	\$	\$	

If OTHER category of expense exceeds \$50,000, you must provide detail below:

Description of Item/Service - OTHER	Projected Cost
Total OTHER:	\$



Jack Reagan, Managing Director
(410) 423-4832
jreagan@uhy-us.com

8601 Robert Fulton Drive, Suite 210
Columbia, MD 21046

UHY LLP is a licensed independent CPA firm that performs attest services in an alternative practice structure with UHY Advisors, Inc. and its subsidiary entities. UHY Advisors, Inc. and UHY LLP are U.S. members of Urbach Hacker Young International Limited, a UK company, and form part of the international UHY network of legally independent accounting and consulting firms.

UHY Advisors, Inc. provides tax and business consulting services through wholly owned subsidiary entities that operate under the name of "UHY Advisors." UHY Advisors, Inc. and its subsidiary entities are not licensed CPA firms.

"UHY" is the brand name for the UHY international network. Any services described herein are provided by UHY Advisors and/or UHY LLP (as the case may be) and not by UHY or any other member firm of UHY. Neither UHY nor any member of UHY has any liability for services provided by other members.

© 2023 UHY LLP