

The Brockton Housing Authority

Invites
Interested Parties
To propose the best offer and or bid
For the service or product herewith described:

**FIRE ALARM, MAINTENANCE, REPAIRS AND ANNUAL TESTING
ON FIRE ALARM SYSTEMS AT VARIOUS BHA DEVELOPMENTS
2022.11-40MNT**

The bid opening will be held: 1:00 PM on Friday October 28, 2022

(In the Emanuel Rafkin Conference Room. Ground floor of 45 Goddard Rd, Brockton, MA 02303)

A pre-bid conference: 1:00 PM on Friday October 21, 2022

(In the Emanuel Rafkin Conference Room. Ground floor of 45 Goddard Rd, Brockton, MA 02303)

Last day for written questions: 12 Noon Tuesday October 25, 2022

(ONLY to josephp@brocktonha.com)

Prevailing Wage schedules can be found at

[wwwhttps://www.brocktonhousingauthority.com/bids-quotes-rfps/](https://www.brocktonhousingauthority.com/bids-quotes-rfps/)

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**BROCKTON HOUSING AUTHORITY
MASSACHUSETTS**

NOTICE TO BIDDERS

Bid number 2022.11-40AFT**Fire Alarm Maintenance and Testing**

The Brockton Housing Authority, also referred to as **BHA or AUTHORITY**, invites sealed bids from Contractors for **Fire Alarm Maintenance and Testing**. The work involves the annual maintenance of all Fire alarm systems located throughout the Authority's properties. All fire alarm testing shall be performed by a licensed technician holding any of the Massachusetts Class A through E electrical licenses or a current level III NICET certification. All testing shall comply with NFPA 72, Federal, State and Local laws/codes, regulations, procedures, etc. Regular examination and testing of fire prevention, detection and signaling devices listed herein shall be performed. The work performed by the contractor shall be rendered by a licensed technician directly employed and supervised by the contractor.

PLANS, SPECIFICATIONS and other Contract Documents may be obtained by visiting the BHA's Web Site at <https://www.brocktonhousingauthority.com/bids-quotes-rfps/>

Copies of Addenda will be e- mailed to the registered Bidders without charge. Addenda will also be posted on the Brockton Housing Authority

Sealed **GENERAL BIDS** for this project will be accepted from eligible bidders at the Procurement Department, Brockton Housing Authority, 45 Goddard Rd. Brockton MA 02303 until **1:00 PM on Friday October 28, 2022** at which place and time they shall be publicly opened, read aloud and recorded for presentation to the Awarding Authority.

A **PRE-BID CONFERENCE AND SITE INSPECTION** will be held for all interested parties at **1:00 PM on Friday October 21, 2022.**, Meet in the **Emanuel Rafkin Conference Rm., Ground Fl. 45 Goddard RD Brockton, MA 02301.** Attendance at this pre-bid conference is strongly recommended but not mandatory for parties submitting a bid. This date and time will be the only opportunity to visit the site prior to the bid opening.

LAST DAY FOR WRITTEN QUESTIONS is at 12 noon October 25, 2022 Questions are to be sent via e-mail only to JosephP@brocktonha.com

Each general bid shall be accompanied by a bid deposit in the form of a bid bond, certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the Brockton Housing Authority in the amount of five percent (5%) of the value of the bid

Bids shall be made on the basis of the Minimum Wage Rates as determined by the Commissioner of Labor and Industries, Pursuant to the Provisions of Chapter 149, Sections 26 to 27D inclusive of

Massachusetts General Laws, a copy of which is found in the BHA's Web site at <https://www.brocktonhousingauthority.com/bids-quotes-rfps/>.

Bidders' selection procedures and contract award shall be in conformity with the rules of Commonwealth of Massachusetts statute Chapter 30B

Performance and Labor and Materials payment bonds in the full amount of the contract price will be required from the successful bidder.

The BHA reserves the right to reject any or all general bids, if it be in the public interest to do so, and to reject any sub-bid on any sub-trade if it determines that such sub-bid does not represent the sub-bid of a person competent to perform the work as specified or that less than three such sub-bids were received and that the prices are not reasonable for acceptance without further competition.

The successful bidder will be required to furnish a Certificate of Insurance, naming the Brockton Housing Authority as an Additional Named Insured with a waiver of subrogation, for General Liability and Vehicle Liability in the amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate and Worker's Compensation Insurance as prescribed by law.

In accordance with the laws of the Commonwealth of Massachusetts the undersigned certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by OSHA that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

BROCKTON HOUSING AUTHORITY

Joseph Pedulla, Director of Procurement & CPO
Procurement Department
45 Goddard Rd.
Brockton, MA 02303

INSTRUCTION TO BIDDERS**PART 1 - GENERAL****1.01 SCHEDULE OF DATES**

- A. Advertisement appears in Central Register. COMMBUYS, Local Newspaper and the Public Bulletin Board at 45 Goddard Rd, Brockton, MA 02303. Plans and Specifications shall be available to interested parties after 8:30 P.M. on October 10, 2022 by visiting the BHA's Web Site: <https://www.brocktonhousingauthority.com/bids-quotes-rfps/>
- B. **Pre-bid walkthrough and site inspection: October 21, 2022, at 1:00 PM.** Meet in **Emanuel Rafkin Conference Rm., Ground Fl. 45 Goddard RD Brockton, MA 02301**
- C. **Questions** and requests for interpretations may be submitted in writing via e-mail ONLY to JosephP@brocktonHA.com up until **12:00 noon October 25, 2022.**
- D. Addenda will be issued with answers and interpretations as determined by the Procurement Department only via e-mail and posting on the web site.
- E. **General Bids Deadline: 1:00 P.M. on October 28, 2022** in the Procurement Department, Brockton Housing Authority, 45 Goddard Rd., Brockton, MA 02303. Attn: J. Pedulla, CPO, where the bids will be publicly opened and read.

1.02 BIDDING PROCEDURE

- A. Bids for the work are subject to the provisions of Federal and Massachusetts General Laws, Chapter 30B, as amended. Regulations governing the bidding procedures as set forth in the above mentioned amended General Laws must be followed.
- B. In the event of any inconsistencies between any of the provisions of these Contract Documents and of the cited statute, anything herein to the contrary notwithstanding, the provisions of the said statute shall control.
- C. No General Bid received by the Awarding Authority after the time respectively established herein for the opening of General Bids will be considered, regardless of the cause for the delay in the receipt of any such bid.

1.03 WITHDRAWAL OF BIDS

- A. Bids may be withdrawn prior to the time established for the opening of General Bids only on written request to the Awarding Authority.

1.04 INTERPRETATION OF CONTRACT DOCUMENTS

- A. No oral interpretation will be made to any bidder. All questions or requests for interpretations must be made in writing to the Architect.

- B. Every communication and document interpretation made to a bidder shall be in the form of an Addendum which will be made available to all persons of interest in the bid.
- C. Failure of the Awarding Authority to send, or of any bidder to receive any such Addendum shall not relieve any bidder from obligation under his bid as submitted.
- D. All such Addenda shall become a part and parcel of the Contract Documents.

1.05 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. Each bidder may visit the site of the proposed work and fully acquaint himself with conditions as they exist, and may also thoroughly examine the Contract Documents. Failure of any bidder to visit the site and acquaint himself with the Contract Documents shall not relieve any bidder from any obligation with respect to his bid.
- B. By submitting a bid, the bidder agrees that the Contract Documents are adequate and that the required result for a full and complete installation can be produced. The successful bidder shall furnish any and all labor, materials, insurance, permits and all other items needed to produce the required result to the satisfaction of the Awarding Authority.

1.06 BID SECURITY

- A. The General Contractor's bid must be accompanied by bid security in the amount of five percent (5%) of the bid.
- B. At the option of the bidder, the security may be bid bond, certified, treasurer's or cashier's check issued by a responsible bank or trust company. No cash or other type of bid security is acceptable.

Bid Bonds shall be issued by a Surety Company qualified to do business under the laws of the Commonwealth of Massachusetts.

- C. Certified, Treasurer's or Cashier's check shall be made payable to the Brockton Housing Authority, Massachusetts.
- D. The bid security shall secure the execution of the Contract and the furnishing of a Performance and Payment Bond by the successful General Bidder each for 100% of the contract value.
- E. Should any General Bidder to whom an award is made fail to enter into a contract therefore within five (5) days, Saturdays, Sundays and Legal Holidays, excluded, after notice of award has been mailed to him or fail within such time to furnish a Performance Bond and also a Labor and Materials or Payment Bond as required, the amount so received from such General Bidder through his Bid Bond, Certified, Treasurer's or Cashier's check as bid deposit shall become the property of the Brockton Housing Authority, Massachusetts as liquidated damages; provided that the amount of the bid deposit, which becomes the property of the Brockton Housing Authority,

Massachusetts, shall not in any event exceed the difference between his bid price and the bid price of the next lowest responsible and eligible bidder; and provided further that, in case of death, disability, bona fide clerical error or mechanical error of a substantial nature, or other unforeseen circumstances affecting the General Bidder, his deposit shall be returned to him.

1.07 BID FORM

- A. General Bids shall be submitted on the "FORM FOR GENERAL BID" enclosed. Erasures or other changes must be explained or noted over the signature of the bidder.
- B. Bid forms must be completely filled in. Bids which are incomplete, conditional, or obscure, or which contain additions not called for will be rejected.
- C. General Bidders shall submit one set of executed bid forms to the Awarding Authority.

1.08 SUBMISSION OF BIDS AND BID SECURITIES

- A. Each bid submitted by a General Contractor shall be enclosed in a sealed envelope that shall be placed with the bid security in an outer envelope. The outer envelope shall be sealed and clearly marked as follows:

(Company Name): _____

General Bid and Bid Security for:

Fire Alarm Maintenance and Testing, 2022.11-40-AFT

1.09 AWARD OF CONTRACT

- A. The Contract shall be awarded to the responsible and eligible General Bidder with the best price.
- C. If the bidder selected as the General Contractor fails to perform his agreement to execute a contract in accordance with the terms of his General Bid, and furnish a Performance Bond and also a Labor and Materials or Payment Bond, as stated in his General Bid an award shall be made to the next lowest responsible and eligible bidder.
- B. Action on the award will be taken within sixty (60) days, Saturdays, Sundays and Legal Holidays excluded after the opening of the bids.
- C. Submit Five (5) copies of the technical proposal stapled, not bound, with a single staple on the top left corner. No binding of any type is acceptable

1.10 SECURITY FOR FAITHFUL PERFORMANCE

- A. The successful bidder must deliver to the Awarding Authority simultaneously with his delivery of the executed contract, an executed Performance Bond, and also a Labor and materials or Payment Bond, each issued by a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority and each in the sum of One Hundred Percent (100%) of the Contract Price, as surety for the faithful performance of his contract, and for the payment of all persons performing

labor or furnishing materials in connection therewith. Said bonds shall provide that, if the General Contractor fails or refuses to complete the Contract, the Surety Company will be obligated to do so.

- B. Premiums are to be paid by the General Contractor, and are to be included in the Contract Price.

1.12 PRE-BID MEETING

- A. A pre-bid conference will be held at the site on **October 21, 2022, at 1:00 PM**. Meet in **Emanuel Rafkin Conference Rm., Ground Fl. 45 Goddard RD Brockton, MA 02301**. Interested parties are encouraged to attend given that this will be the only time the site is available prior to the submission of bids. Further, prior to the bid opening, potential bidders may not go onto the site any time other than the aforementioned pre-bid conference.

1.13 SITE VISITS

- A. Prospective bidders are prohibited from going onto the site prior to the Bid Opening or any time other than the pre-bid walk-thru, as set forth in Section 1.12 above, unless authorized by the Architect in an Addendum to the bid documents.

1.14 CONTRACT DOCUMENTS

- A. The Awarding Authority shall make available the bid documents and addenda in the BHA Web site at <https://www.brocktonhousingauthority.com/bids-quotes-rfps/>. No plans will be mailed.

1.15 LEFT BLANK INTENTIONALLY

1.16 LEFT BLANK INTENTIONALLY

1.17 EMERGENCY RESPONSE

The work of the Contract shall respond to emergency calls within 8 hours including weekend and holidays.

1.18 TERM, CONTRACT DURATION

The term of the contract shall be for a period of not-to-exceed **thirty-six (36) months** beginning on the date of the Board of Commissioners approval. **This period maybe extended, at the sole discretion of the Authority, for an addition 24-months** with the favorable vote of the Board of Commissioners.

1.19 QUARTERLY JOB MEETINGS

- A. There will be a quarterly job meeting at an agreed-upon day, time and location. Time will be provided to discuss and view the progress of the work and to answer questions. BHA reserves the right conduct job meetings in the location of its choosing.

1.21 AWARD

- A. The Awarding Authority reserves the right to reject any or all bids if it be in the public interest to do so, and to act upon the bids and make its award in any lawful manner.

1.22 LEFT BLANK INTENTIONALLY**1.23** CONFLICT OF INTEREST

- A. A bidder filing a proposal thereby certifies that the proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or Company.

1.24 PROCEED ORDERS

- A. No bidder is to proceed without a proceed order as set out in the contract.

1.25 HUD BIDDING INSTRUCTIONS TO OFFERORS. See Attachment A and Attachment B**1.26** BID NUMBER REFERENCE. When communicating with emails, letters, memos, etc. pertaining this solicitation interested party shall reference the bid number in the front cover page.**1.27** CONSTRUCTION BARRICADES

- A. The General Contractor shall provide all barricades to enclose the work area to prevent unauthorized access to the site.
1. The barricades shall provide enough room for all construction activities to be performed while separated from pedestrians, students, and staff on site.
 2. Safety is the sole responsibility of the Contractor and any barricades necessary to protect the work and the public shall be provided.
 3. Provide entrance protection.

1.28 INSURANCE

- A. The contractor shall purchase and maintain, at his expense all insurance required by the Contract. Documents and all insurance required by the applicable laws of Massachusetts, including but not limited to, General Laws, Chapter 146, in connection with all hoisting equipment.
- B. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and from claims for damages because of bodily injury, including death and all property damage including, without limitation, damage to buildings and adjoining the site of construction which might arise from and

during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them including:

1. Statutory Worker's Compensation and Employer's Liability

The contractor shall provide insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws (so-called Worker's Compensation Act) to all persons to be employed under this contract and shall continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof. The contractor shall, without limiting the generality of the

foregoing, conform to the provisions of Section 34A of Chapter 149 of the General Laws, which Section is incorporated herein by reference and made a part of hereof.

2. Comprehensive General Liability Insurance

Minimum bodily injury limits of \$ 1,000,000 per person and \$ 1,000,000 per accident, and property damage limits of \$ 500,000 per accident and \$ 1,000,000 aggregate during any 12-month period, shall include the following:

- a. Public liability (bodily injury and property damage)
- b. X.C.U. (explosion, collapse, and underground utilities)
- c. Independent contractor's protective liability.
- d. Products and completed operations.
- e. Save harmless agreement for Owner and Architects set forth in ARTICLE 10.11 of the GENERAL CONDITIONS.

3. Comprehensive All Risk Motor Vehicle Liability Insurance

Minimum bodily injury limits of \$ 500,000 per person, \$ 1,000,000 per accident, and property damage limit of \$ 1,000,000 per accident.

4. All Risk Insurance

Covering all Contractors' equipment with a provision for Waiver of Subrogation against the Owner.

5. Excess Liability Insurance in Umbrella Form with combined Bodily Injury and Property Damage Limit of \$ 1,000,000.

6. **Brockton Housing Authority shall be a Named Additional Insured with a Waiver of Subrogation on the insurance policy for this project. Submit a policy endorsement of the change**

1.29 SITE ACCESS

- A. The General Contractor shall gain access during permitted times by the Owner.

1.30 LEFT BLANK INTENTIONALLY**1.31 NOT-TO-EXCEED AMOUNT**

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the BHA makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the Executive Director and CPO PRIOR to the commencement of the change order

1.32 COMPLETE BID FORMS

- A. Please Note: Each bidder must fill in all the blank spaces on all the bid forms, even if the information is "zero dollars" or "not applicable". Also, please acknowledge all Addenda issued by the Awarding Authority.

1.33 HUD SECTION 3.

Bidders shall become familiar and follow HUD's Section 3 requirement. See **Attachment C**

1.34 INTENTIONALLY LEFT BLANK**2.00 QUALIFICATIONS OF BIDDERS:**

- A. Bids will be accepted ONLY FROM COMPANYS actively and normally engaged for at least the past three (3) years in the installation, maintenance, services, repair and replacement of materials and equipment in generators of the same type and capacity as those included in his specification.
- B. Bidders shall SUBMIT WITH THE BID, A STATEMENT attesting to the following:
1. That the Company has maintained or has access to a servicing organization capable of performing the work described herein, in continuous operation for at least the past three (3) years.
 2. The present address of the main operating facilities of this organization.
 3. References. The Contractor shall show, to the satisfaction of the Authority or its representative, maintenance responsible experience. List the contract, showing company representative responsible for supervising the contract, and complete generator characteristics for each reference. Provide not less than three (3) references.
- C. The Authority reserves the right, before award of this contract, to verify the above to their satisfaction. Failure to meet the above requirements may result in

recommendation of award of contract to the next lowest bidder meeting the above specification. The Authority, however, retains the right to waive any of the listed requirements if it deems such waiver in the best interests of the Authority.

- D. The Authority has the right to disallow any bid from a Contractor who had demonstrated a poor performance on past maintenance contracts.

END OF SECTION

AGREEMENT

BROCKTON HOUSING AUTHORITY

CLAUSE 1. This agreement, made this _____ day of _____, 2022 (Two Thousand Twenty-Two) by and between the BROCKTON HOUSING AUTHORITY (BHA) party of the first part, hereinafter called the AUTHORITY, by its BOARD OF COMMISSIONERS and EXECUTIVE DIRECTOR, and (*name of the Company*) party of the second part, hereinafter called the CONTRACTOR.

CLAUSE 2. The contractor shall furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished (except as otherwise specified) and deliver in and about the project and to do and perform all work in strict conformity with the provisions of this the public solicitation, all Attachments, Exhibits, Addenda, Memoranda, Letters and all other communication between the parties hereto annexed by reference and are hereby made a part of this contract as fully and to the same effect as if the same had been set forth at length and incorporated in the contracts.

CLAUSE 3. In consideration of the foregoing premises the AUTHORITY agrees to pay and the CONTRACTOR agrees to receive as full compensation for ***the MAINTENANCE OF HTP and LOCKINVAR BOILERS*** in strict conformity with the provisions of this contract, with the CONTRACTOR proposals received and specifications, addenda, letters, memoranda and all other communication documents furnished by the AUTHORITY, all of which are hereby incorporated by reference and understood to be part of this contract. This Agreement entered into as of the day and year first written above.

FOR THE BROCKTON HOUSING AUTHORITY BY

FOR THE CONTRACTOR BY:

Thomas G. Thibeault, Executive Director
Date: _____

Authorized Corporate Officer
Title: _____
Print Name: _____
Date: _____

Joseph Pedulla, Director of Procurement
Date: _____

ATTESTING TO CONFORMITY WITH BIDDING LAWS

David Williams, Finance Director
Date: _____
I CERTIFY THAT SUFFICIENT FUNDS ARE
AVAILABLE FOR THIS CONTRACT

FORM FOR GENERAL BID

Fire Alarm Maintenance & Testing

General Bid Opening Date: **1:00 pm, Friday October 28, 2022**

Joseph Pedulla, CPO
 Brockton Housing Authority
 45 Goddard RD.
 Brockton, MA 02303

A. Basic Price

The undersigned:

(Please type or print the business name of the bidding Company)

having visited the site of the above project and having familiarized myself with the local conditions affecting the cost of the work and with the contract documents, including Amendments and Addenda as indicated below, hereby proposes to furnish all labor (including Sub Bids), materials, tools, equipment, insurance, permits and taxes, and to do and lawfully perform all things as provided in the specifications, all in accordance with the contract documents.

Line #	DESCRIPTION	Price Each	Number of Units			
1	Quarterly Testing and Inspection for all systems	\$ _____	X	=	\$ _____	Total line 1
2	State Elevator Recall Testing for ALL SYSTEMS	\$ _____	X	=	\$ _____	Total line 2
3	With Elevator Listed	\$ _____	X	=	\$ _____	Total line 3
4	Hourly Rate for Emergency Repairs (Licensed Technician)					
	Monday-Friday 7.30am to 4.30pm	\$ _____				
	Monday-Friday 4.30pm to 7.00am	\$ _____				
5	Hourly Rate for Emergency Repairs (Licensed Technician)					
	For recognized Holidays					
	Monday-Friday 7.30am to 4.30pm	\$ _____				
	Monday-Friday 4.30pm to 7.00am	\$ _____				
6	Materials Mark-Up Allowance.	10%				

A1. For a complete listing of the existing Fire Alarm Systems SEE EXHIBIT "A" at the end of this document.

B. The contractor acknowledges receipt of the above addenda _____, _____, _____, _____, _____

C. The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all the other elements of labor employed or to be employed on the work and that they will comply fully with all laws and regulations applicable to awards made subject to State, Federal and Local Laws. D. The undersigned further certifies under the penalties of perjury that this Bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. The undersigned further certifies under the penalty of perjury that the undersigned is not debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any other rule or regulation promulgated thereunder. As used in this certification the word "person" shall mean natural person, joint venture, partnership, corporation, or other business or legal entity.

Company's Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of general partners if different from business address.

SCOPE OF TESTING, MAINTENANCE AND REPAIR SERVICES

GENERAL SCOPE

All fire alarm testing shall be performed by a licensed technician holding any of the Massachusetts Class A through E electrical licenses or a current level III NICET certification. All testing shall comply with NFPA 72, Federal, State and Local laws/codes, regulations, procedures, etc. Regular examination and testing of fire prevention, detection and signaling devices listed herein shall be performed. Costs of supplies for testing and inspectional recurring services shall be included within fixed price bid for quarterly testing and inspections. If conditions warrant additional repairs or replacement of equipment/parts, this work shall be completed at applicable hourly rate plus cost of any parts. The Contractor shall provide the Authority with an itemized cost estimate for any additional or recommended repair work and shall NOT perform any additional or recommended work without the written consent from the Authority. The Authority reserves the right to seek competitive bids from qualified Contractors for any additional and or recommended work.

HOURS OF WORK

The Contractor shall perform testing, inspection and repair services as specified herein to all fire alarm systems listed herein during normal business hours Monday thru Friday, 7:30 am to 4:00 pm. No work shall be done on holidays, Saturdays or Sundays except as specifically requested and authorized by the Authority. Work shall not be accomplished on an overtime basis unless prior approval in writing has been obtained from the Authority. Payment of overtime requires prior written approval from the Authority

MATERIALS

All materials and equipment incorporated in the work under the contract shall be new, unused and in accordance with the contract documents. All replacement parts, components or devices shall meet state code and be warranted by the manufacturer specifications as compatible. All workmanship must be performed by persons qualified in their respective trades and warranted for one year. Work not conforming to these warranties shall be deemed unacceptable and shall not be paid. All costs for parts/materials, not covered under this contract, shall be paid on a cost plus **10% margin** to compensate for the bidder's overhead costs. It will be the contractor's responsibility to provide a copy of their supplier's invoice for the parts/materials with the invoice to the Authority. No parts/materials will be paid without the contractor's supplier invoice for those parts/materials.

FIRE ALARM SYSTEMS COVERED UNDER THIS CONTRACT

The Contractor shall provide testing, maintenance and repair services as specified herein to each fire alarm system listed below:

TESTING

Testing Summary: The Contractor shall perform quarterly testing, four tests per system per year, which are at least three (3) months apart. The Contractor shall test a different 25% of all components during each testing period. The Contractor shall test all devices whether they are hard wired and/or battery operated. All heat detectors, smoke detectors, carbon monoxide detectors, pull stations, signals, door holders, evacuation systems, remote enunciators, tamper/flow switches and any other relevant fire protection equipment and/or mechanisms shall be tested at least once per year unless otherwise specifically stated herein, or unless otherwise mandated as per NFPA 72. Noted repairs from Tests and Inspections shall be reviewed by the Authority and scheduled replacements will occur in a timeframe acceptable to the Authority. The cost for these repairs/replacements will be fixed price at the hourly rates stated on the Form for Quote. All fire alarm testing shall be performed by a licensed technician holding

any of the Massachusetts Class A through E electrical licenses or a current level III NICET certification. All testing shall include but not be limited to:

1. A visual inspection of each device to ensure that no facility changes have occurred which could affect equipment or system performance based on the original design.
2. Every device and control function will be physically activated to ensure its functionality as designed and installed. This includes but is not limited to: Control panel operations, system smoke detectors, audible devices, pull stations, heat detectors, standby battery power, all zones for supervision, remote annunciators, all sprinkler flow and tamper switches, and proper alarm transmission to Fire Department.
3. System components will be cleaned, recalibrated and retested if necessary to ensure continued performance and reduce the risk of component or system failure.
4. Replacement of fire alarm control panel back-up batteries per manufacturer's recommended intervals shall occur during testing.
5. Testing takes into consideration the AHJ (Authority Having Jurisdiction) requirements, local ambient conditions and the manufacturer's recommendations.
6. Contractor will follow NFPA 72 recommended test methods and frequencies as a minimum guideline for system testing.
7. System configuration is verified during inspections and compared to existing records.
8. Testing of the elevator recall during State Elevator Inspections will be required and shall be captured as a fixed price for such services on the form for quote.
9. Smoke detector sensitivity testing will be performed in accordance with NFPA 72 using the manufacturer's recommended test methods and a UL approved testing device.
10. System Software Updates for Microprocessor based systems shall be completed during testing and in accordance with any and all manufacturer's recommendations. In addition, the awarded contractor must maintain the listing requirements of the Authority.
11. REPORTS Test/inspection reports will include at a minimum:
 - a. Company's Name, person's conducting the test, and contact information.
 - b. Detailed device information such as make, model, type and location including all audible/visual and peripheral devices.
 - c. Number of each device tested per type and whether that device passed or failed. Simply stating "all devices" including audible/visual will not be sufficient. The requirement is the actual number of each device tested.
 - d. Detailed fire alarm panel information such as make and model and location of the fire panel
 - e. Certification of system
12. Contractor will provide an analysis of the report along with recommendations for devices that require repairs and or replacement. Complete documentation of testing and a report of any deficiencies will be presented for AUTHORITY review prior to payment for services. In addition to the required annual testing, the Contractor shall inspect the fire alarm panels twice (2X) at a minimum of, once during the first (1st) quarter and once (1X) during the third (3rd) quarter. All fire alarm panels shall be tested and left clear of trouble indications. Any deficiencies shall immediately be reported to the Authority and cured the same day the deficiency(s) is detected.

NOTE: For scheduled testing, the awarded contractor shall break down their lump sum price from the form for quote in a schedule of values to differentiate the cost of testing for each system. This break down shall be furnished to the AUTHORITY prior to invoicing for testing services. If this documentation is not provided, the contractor shall evenly divide the lump sum pricing by the number of systems serviced and invoice accordingly upon completion of these scheduled tasks.

REPAIRS / ON-CALL AS NEEDED CALL BACK SERVICES.

Noted repairs from Tests and Inspections shall be reviewed by the AUTHORITY and scheduled replacements will occur in a timeframe acceptable to the AUTHORITY. The cost for these repairs/replacements will be fixed price at the hourly rates stated on the Form for Quote. The Contractor must also provide unlimited on-call as needed services, twenty-four (24) hour, three hundred sixty-five (365) days to insure minimum system downtime. The Contractor must respond to regular, non-emergency service calls within two (2) hours and emergency calls within one (1) hour, as reported by the Authority. The Contractor must return all calls within 30 minutes acknowledging the Authority's call. The cost for this service work will be fixed price at the hourly rates stated on the Form for Quote. The Authority reserves the right to call upon any Contractor in the event that the awarded Contractor cannot provide services in a reasonable amount of time. At such time, a reasonable amount of time will be determined by the Authority and based upon the severity of the emergency/situation. Prior authorization from the Authority is needed when two or more employees are necessary to complete the work. The Contractor's failure to comply with the conditions specified herein shall be cause for immediate termination of this Agreement by the Authority without further obligation than the payment sums owed to the Contractor up to and including the date of termination. The authority reserves the right to seek competitive quotes for substantial repairs when the value of such repairs would exceed the estimated value of this contract.

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____

_____ as principal, and

_____ as surety, are held and firmly bound unto the Brockton Housing Authority, also known as BHA in the sum of

_____ lawful money of the United States of America to be paid to the Brockton Housing Authority for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators' successors and assigns, jointly and severally, firmly by the presents:

WHEREAS, the said principal has made a contract with the Brockton Housing Authority bearing date of _____, for the Generator Service in several buildings within the Brockton Housing Authority, Brockton, Massachusetts 02303.

Now the condition of this obligation is such that if the principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of the said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Brockton Housing Authority with or without notice to surety, and during the life of any guaranty under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made notice to the surety of such modifications, alterations, changes or additions, being hereby waived, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

In the event that the contract is abandoned by the Contractor, or is terminated by the Brockton Housing Authority, under the applicable provisions of said Contract, and surety hereby further agrees that said surety shall, if requested in writing by the Brockton Housing Authority, take such action as is necessary to complete said Contract.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2022 the name and Corporate Seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of

(Individual Principal)

(Address)

(Business Address)

(Individual Principal)

(Address)

(Business Address)

Attest:

(Corporate Principal)

Attest:

(Business Address)

By _____

(Affix Corporate Seal)

Title _____

(Corporate Surety)

(Business Address)

By _____

(Affix Corporate Seal)

(Print or type the names underneath all signatures.)

The rate of premium on this bond \$ _____ per thousand.

Amount of premium changed is \$ _____.

(The above is to be filled in by the surety company, and the power of attorney of person signing for the surety company must be attached.)

PERFORMANCE BOND

Page 2 of 2

FORM OF PAYMENT BOND
For 50% of Contract Price

KNOW ALL BY THESE PRESENTS:

that we, _____ as Principal, and _____, as Surety are held and firmly bound unto the Brockton Housing Authority, as Obligee, in the sum of Dollars (\$_____) to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal had made a contract with the Obligee, bearing the date of _____, 2018, for the Elevator Maintenance and Inspection Service in several Brockton Authority's building.

Now the condition of this obligation is such that of the Principal and all sub-contractors under said contract shall pay for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of Massachusetts General Laws, Chapter 30, Section 39A, and Chapter 149, Section 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals this _____ day of _____, 20____.

PRINCIPAL

SURETY

By _____

By _____

(Title)

(Attorney-in-fact)

Seal:

Seal:

Attest:

Attest:

GENERAL CONDITIONS

The following are general conditions that are in addition to the HUD conditions contained herein in HUD Form 5370-C.

A. Personnel.

Contractor agrees that all services hereunder shall be performed by trained maintenance and repair personnel who have received on-site training, and are qualified in maintenance, repair, replacement, and service of equipment of the same type as the Equipment is kept clean and is maintained at all times in good, proper, and safe operating condition. In the event the Authority becomes dissatisfied with the performance of any of the persons assigned any of the services under this Agreement, Contractor agrees, upon request from the Authority, to assign substitute personnel with the above qualifications.

B. Insurance.

Throughout the Term of this Agreement, Contractor shall provide and maintain at Contractor's sole cost and expense:

1. Public liability insurance having minimum limits of \$1,000,000/\$2,000,000 for bodily injury and \$50,000/\$100,000 for property damage; and
2. Workmen's Compensation insurance or insurance required by similar employee benefits legislation covering its employees with at least the minimum statutory limits. In the policies for such insurance and any other policies for such insurance and any other policies which Contractor may elect to maintain which provide coverage applicable to this Agreement; the BROCKTON HOUSING AUTHORITY shall be named as additional insured. Certificates of all such policies shall be delivered to the Authority prior to beginning of the Term of this Agreement and not later than thirty (30) days prior to the expiration date on such policies indicating confirmation of required coverage after said expiration date.

C. Termination by the Authority

- (1) The Authority may, by seven days' written notice to the Contractor, terminate this Contract in whole or in part at any time, either for the Authority's convenience or because of the failure of the Contractor to fulfill his obligations under the Contract. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise).
- (2) If the termination is for the convenience of the Authority, the Contractor shall be entitled to compensation determined in accordance with Paragraph (5) below.
- (3) If the termination is due to the failure of the Contractor to fulfill his obligations under this Contract, the Contractor shall be liable to the extent that the total cost for completion of services required under this Contract exceeds the compensation herein stipulated. The Authority may withhold any payments to

the Contractor, for the purpose of offset or partial payment, as the case may be, of amounts owed the Authority by the Contractor.

- (4) If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Authority, and Paragraph (2) shall be applicable.
- (5) In the event of termination for convenience, compensation for services rendered shall be the actual payments authorized and due for such services, completed at the time of termination.

D. Officials not to Benefit.

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

E. Interest by Members of the Brockton Housing Authority and Local Governing Body.

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

F. Covenant Against Contingent Fees.

The Contractor warrants that he has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Authority the right to terminate this Contract or, at his discretion, to deduct from the Contractor's fee the amount of such commission, brokerage, or contingent fee.

G. Assignability.

The Contractor shall not assign or transfer any interest in his Contract except that claims for monies due or to become due him for the Authority under the Contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this Contract shall inure to the benefit of the surviving or remaining members of such partnership approved by the Authority.

H. Nondiscrimination.

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, color, religion, age, or national origin.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Prevailing Wage.

The straight time hourly labor rate paid to the Contractor's employees for work performed subject to this agreement shall be at the hourly prevailing in the Brockton area for the appropriate skill or trade as determined and published by the United States Department of Labor in its Davis-Bacon wage and hour survey contained herein.

J. Performance Bond.

The Contractor shall provide a performance bond in the amount of 50% of the annual contract price. Such bond shall be forfeit in whole or part as compensation to the Authority for damages incurred as a result of the Contractor's failure to perform his obligations under this agreement.

K. Tax Compliance

The Contractor certifies that his firm is in compliance with applicable tax laws as required by Massachusetts General Laws Chapter 62C, Section 49A.

L. Payment.

Upon satisfactory completion of work, the Authority shall make payment to the Contractor monthly upon receipt of the Contractor's billing invoice.

The invoice shall stipulate all regular and extra changes as described in the specifications section of this agreement.

- M. This agreement shall be the entire contract between the Brockton Housing Authority and the Company. Any contract amendments shall be in writing signed by representative who are authorized to bind the Contractor and the Authority.

N. SECTION 3

The Contractor must comply with the terms and conditions of HUD's Section 3 Program as they are applicable. A copy of the Section 3 Requirements are contained herein. See attachment C. **The forms for this program shall be filled out as appropriate and be included with the Contractor's bid.**

Compliance

These documents must be signed and returned with your bid

Compliance

The compliance documents in this section must be completed, signed and returned with your bid package.

Procurement Department

Brockton Housing Authority

45 Goddard RD.

Brockton, MA 02303

Failure to submit the completed documents will cause the disqualification of the corporate offer.

Section Index

Check when Complete

- Non-collusion form and Tax Compliance form..... _____
- Corporation Identification Form..... _____
- Certificate of Vote Authorization..... _____
- Certificate of Insurance (showing all limits of WC &GL)..... _____
- Three (3) References..... _____
- 5% Bid Bond or Certified Check>..... _____
- Debarment Certificate _____
- Prevailing Wage Certificate..... _____
- Right-to-know Law..... _____
- OSHA 10 Certificate for all Assigned Employees (MGL ch30, §39M and Ch 149) _____

Before the commencement of the Job, the contractor must provide to the above office:

- Performance and Payment Bonds each for 100% of the contract value and naming the City of Waltham

Your Company's Name: _____

Service or Product Bid _____

NOTE: Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. The undersigned certifies that no representations made by any City officials, employees, entity, or group of individuals other than the Purchasing Agent of the City of Waltham was relied upon in the making of this bid

_____, _____
(Signature of person signing bid or proposal) Date

(Name of business)

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, & 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____, _____
Signature of person submitting bid or proposal Date

Name of business

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

I _____, Clerk of _____ hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the _____ day of _____ at which time a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

VOTED: That _____ (*name*) is hereby authorized, directed and empowered for the name and on behalf of this Corporation to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts and other obligations of this Corporation; the execution of any such contract to be valid and binding upon this Corporation for all purposes, and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation.

I further certify that _____ is duly elected/appointed _____ of said corporation

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me, _____

Notary Public;

My Commission expires: _____

CORPORATION IDENTIFICATION

The bidder for the information of the Awarding Authority furnishes the following information.

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

If a foreign (out of State) Corporation – Are you registered to do business in Massachusetts?

Yes _____, No _____

If you are selected for this work you are required under M.G.L.ch. 30S, 39L to obtain from the Secretary of State, Foreign Corp. Section, State House, Boston, a certificate stating that you Corporation is registered, and furnish said certificate to the Awarding Authority prior to the award.

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

If an Individual doing business under a firm's name:

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature _____

Title _____

Business Address _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

State Telephone Number _____ Today's Date _____

PROVIDE THREE (3) SERVICE APPROPRIATE REFERENCES

1. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

2. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

3. Company Name:

Address:

Contact Name:

Phone #

Type of service/product provided to this Company:

Dollar value of service provided to this Company:

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

**WEEKLY PAYROLL RECORDS REPORT &
STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided, A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit, on a weekly basis, a copy of his or her weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those reports for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work, a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 200_____

I _____,
(Name of signatory party) (Title)

I do hereby state that I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____, Title _____

Print _____

WEEKLY PAYROLL REPORT FORM

Company Name: _____
 Prime Contractor
 Project Name: _____
 Subcontractor
 Awarding Auth.: _____
 List Prime Contractor: _____
 Work Week Ending: _____
 Employer Signature: _____
 Final Report
 Print Name & Title: _____

Employee Name & Address	Work Classification	Hours Worked							(A) Tot. Hrs.	(B) Hourly Base Wage	Employer Contributions			(F) [B+C+D+E] Hourly Total Wage (prev. wage)	(G) [A * F] Weekly Total Amount
		S	M	T	W	T	F	S			(C) Health & Welfare	(D) Pension	(E) Supp. Unemp.		

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

RIGHT TO KNOW LAW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, §§8,9 and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c. 111F §7 and regulations contained in 441 CMR 21.05. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834.

Authorized Signature Indicating Compliance with the Right-to-know laws:

Signature Date

Print Name

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package may cause the disqualification of your proposal.

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the City of Waltham. "Principals" means officers, directors, owners, partners and persons having primary interest, management or supervisory responsibilities with the business entity. Vendors shall provide immediate written notification to the Purchasing Agent of the City of Waltham at any time during the period of the contract of prior to the contract award if the vendor learns of any changed condition with regards to the debarment of the company or its officers. This certification is a material representation of fact upon which reliance will be placed when making the business award. If at any time it is determined that the vendor knowingly misrepresented this certification, in addition to other legal remedies available to the city of Waltham, the contract will be cancelled and the award revoked.

Company Name _____

Address _____

City _____, State _____, Zip Code _____

Phone Number (____) _____

E-Mail Address _____

Signed by Authorized Company Representative:

Print name _____,

Date _____

10 HOURS OSHA TRAINING CONFIRMATION

Chapter 306 of the Acts of 2004

CONSTRUCTION PROJECTS

AN ACT RELATIVE TO THE HEALTH AND SAFETY ON PUBLIC

The undersigned hereby certifies that all employees to be employed at a worksite for construction, reconstruction, alteration, remodeling, repair, installation, demolition, maintenance or repair of any public work or any public building estimated to cost more than \$10,000.00 have successfully completed a course in construction safety and health approved by the **United States Occupational Safety and Health Administration** that is at least **10 hours** in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first payroll report for each employee and will comply with all laws and regulations applicable to awards of subcontracts subject to section 44F.

Company Name: _____

Address: _____

Signature: _____

Title: _____

Print Name _____

Date _____

See Chapter 306 of the Acts of 2004

NOTE

Failure to submit any of the required documents, in this or in other sections, with your bid response package will be cause for the disqualification of your company.

ATTACHMENTS

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

ATTACHMENT A

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD- 5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the

space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as de- scribed in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

(4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be re-quested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder no responsible and ineligible for award.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

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

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)

of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

“Interested party” means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

“Protest” means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from the [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA’s/ IHA’s protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA’s/IHA’s available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA’s/IHA’s available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA’s/IHA’s available funding. If upon the application of all deductibles, no bid is within the PHA’s/IHA’s available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA’s/IHA’s written policy and

procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA’s/IHA’s written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items]

—

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website:

[http:// www.fms.treas.gov/c570/index.html](http://www.fms.treas.gov/c570/index.html), or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians;

and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and re-advertise the solicitation in accordance with paragraph

(d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting

or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to use by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA does does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g.,

plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

ATTACHMENT B

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

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

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- [] Black Americans
- [] Asian Pacific Americans
- [] Hispanic Americans
- [] Asian Indian Americans
- [] Native Americans
- [] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Attachment C

BID # 2020.09-20.MNT

BROCKTON HOUSING AUTHORITY Section 3 Information Packet for Contractors and Other Businesses

What is Section 3?

The Brockton Housing Authority (“BHA”) receives federal funds from the Department of Housing and Urban Development (“HUD”) for the development, modernization and operation of its public housing programs. Federal regulations, commonly known as Section 3 regulations, require the BHA to make a good faith effort to ensure that:

- Section 3 business concerns shall benefit from the use of these federal funds through economic business opportunities in the award of BHA contracts, and
- Section 3 residents benefit from the use of these federal funds through training, employment and economic opportunities.

The BHA and its contractors shall make a good faith effort to ensure that at least 10% of the total dollar amount of Section 3 covered contracts shall be awarded to Section 3 business concerns and that at least 3% of the total dollar amount of all other contracts shall be awarded to Section 3 business concerns. Additionally, the BHA and its contractors shall make a good faith effort to ensure that 30% of new hires are Section 3 certified residents.

Who qualifies as a Section 3 resident?

A Section 3 resident is a legal resident of one of the BHA’s public housing developments or is a person who lives in Brockton, MA and has family income below the low-income limits established by HUD. There are 4 categories of Section 3 residents.

- **1st Priority-Category 1 Section 3 Eligible Residents**
Residents of the BHA public housing development for which the HUD funded assistance are expended.
- **1st Priority-Category 2 Section 3 Eligible Residents**
Residents of BHA public housing developments, other than the development(s) for which the HUD funded assistance are expended.
- **2nd Priority-Category 3 Section 3 Eligible Residents**
Participants in HUD Youthbuild Programs.
- **2nd Priority-Category 4 Section 3 Eligible Residents**
Other low-income and very low-income persons residing within the Brockton, MA metropolitan area.

(Note: The BHA gives top, but equal, priority to Category 1 and Category 2 Section 3 eligible residents. The BHA gives second, but equal, priority to Category 3 and Category 4 eligible residents.)

What are the income limits for Brockton, MA residents who do not reside in BHA public housing developments?

	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Low	\$45,100	\$51,550	\$58,000	\$64,400	\$69,600	\$74,750	\$79,900	\$85,050
Very Low	\$29,250	\$33,400	\$37,600	\$41,750	\$45,100	\$48,450	\$51,800	\$55,150

What qualifies as a Section 3 business concern?

A “Section 3 eligible business concern” is:

- (a) A business concern that is 51 percent or more owned by Section 3 eligible residents; or
- (b) A business concern whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 eligible residents, or within three years of the date of first employment with the business concern were Section 3 eligible residents; or
- (c) A business concern that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the above definition of an eligible Section 3 business concern.

The BHA recognizes the following priority categories for Section 3 eligible business concerns.

- **1st Priority-Category 1 Section 3 Business Concerns**
Business concerns that are 51% or more owned by residents of the housing development(s) for which the HUD funded assistance is expended, or whose full-time, permanent workforce includes 30% of these persons as employees.
- **1st Priority-Category 2 Section 3 Business Concerns**
Business concerns that are 51% or more owned by residents of BHA public housing developments, other than the development(s) where the HUD funded assistance is expended, or whose full-time permanent workforce includes 30% of these persons as employees.
- **2nd Priority-Category 3 Section 3 Business Concerns**
Business concerns that are part of designated HUD Youthbuild Programs.
- **2nd Priority-Category 4 Section Business Concerns**
Business concerns that are 51% or more owned by a Section 3 eligible resident(s), or whose permanent, full-time workforce includes no less than 30% Section 3 eligible

residents, or that subcontract in excess of 25% of the total amount of the sub-contracts to Section 3 business concerns.

What is a Youth build Program?

The Youthbuild Program is a program funded by HUD that is awarded to non-profit organizations to assist high-risk youth between the ages of 16-24 to learn housing construction skills and to complete their high school education. The BHA does not administer a Youthbuild program, however, if you are interested; contact the BHA's Section 3 Coordinator for Youthbuild programs in Brockton, MA other nearby communities.

What are the BHA's Section 3 requirements for new hires?

The BHA requires that contractors performing work pursuant to construction and related professional service contracts make a good faith effort to ensure that thirty percent (30%) of all new hires are Section 3 residents. Contractors must give first priority for new hires to Category 1 and Category 2 residents, as set forth above. If a contractor makes a good faith effort, but is unable to hire Category 1 and 2 residents, then the contractor shall achieve compliance by hiring, or making a good faith effort to hire, Category 3 and 4 residents.

How does my business achieve compliance with Section 3 goals in its hiring practices?

In order to fulfill the BHA's Section 3 hiring goals, a contractor must employ individuals who have been certified as Section 3 eligible residents by the BHA. The BHA maintains a listing of certified Section 3 residents that is available to contractors upon request.

At a minimum, contractors must take the following steps in an effort to meet the goals for hiring Section 3 residents.

1. Give priority to Category 1 and 2 residents by first obtaining a list of certified Section 3 residents from the BHA's Section 3 Coordinator;
2. Review the list of Section 3 residents and contact those with the appropriate skills and qualifications to be interviewed;
3. Interview the Section 3 residents and hire those that meet the qualifications for the job, and notify the BHA's Section 3 Coordinator your hiring selections; and
4. Should there be an insufficient number of qualified Category 1 and 2 residents, you may use other means to secure the employment of Category 3 and 4 residents.

If your business is only able to meet the Section 3 resident hiring targets through the employment of Category 3 or 4 residents, then you must present documentation of the employee's eligibility as a Section 3 resident at submission of the first payroll report. The BHA will verify the eligibility of the Category 3 or 4 Section 3 employees prior to authorizing payment of the project invoice to which the payroll report applies.

What should my business do in the event it cannot meet these goals?

In the event that you are unsuccessful in achieving compliance with hiring goals, your business should take one or more of the following actions to demonstrate your good faith effort to be achieve compliance:

1. Enter into “first source” hiring agreements with organizations representing Section 3 residents;
2. Establish training programs, that are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades;
3. Advertise employment and training positions to dwelling units occupied by Category 1 and 2 residents;
4. Contact resident councils and other organizations in the BHA’s housing developments to request assistance in notifying residents of the training and employment positions to be filled, with a special emphasis on those developments where the work will be performed;
5. Arrange and conduct interviews on the job site or at other locations convenient for Section 3 residents;
6. Undertake such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities;
7. Arrange and conduct interviews on the job site or at other locations convenient for Section 3 residents; and/or
8. Undertake such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

What are the BHA’s Section 3 requirements for business contracting?

The BHA shall make best efforts to award at least 10% of the total dollar amount of all Section 3 covered contracts to Section 3 business concerns for building trades work for maintenance, repair, modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction.

Additionally, the BHA shall make best efforts to award at least 3% of the total dollar amount of all other Section 3 covered contracts to Section 3 business concerns.

Where the BHA does not contract directly with Section 3 business concerns, the BHA shall encourage that primary contractors meet these goals. In the event that a contractor is unable to meet these goals, the contractor must demonstrate good faith efforts to meet the goals through the subcontracting of

work with Section 3 business concerns, to the extent permitted by law. The BHA shall set forth the subcontracting goals for each of the Section 3 contracts.

How does my business achieve compliance with Section 3 goals in its contracting practices?

As a contractor, you should give first, but equal, consideration to Category 1 and Category 2 business concerns. If unable to secure the services of business concerns in these categories, you may endeavor to subcontract with Category 3 and Category 4 business concerns to satisfy Section 3 goals.

The BHA maintains a current listing of certified Section 3 business concerns. The BHA will provide a current list of Section 3 business concerns in its bid/proposal packages and to contractors at any time, upon request.

What should my business do in the event it cannot meet these goals?

At a minimum, you should take the following steps in an effort to meet the goals for contracting with Section 3 business concerns:

1. Obtain a list of certified Section 3 business concerns from the BHA and inform the appropriate businesses listed of contracting opportunities in connection with a bid or contract, and invite bids, quotations, or negotiated contracts;
2. Provide opportunities to Categories 1 and 2 Section 3 business concerns to submit quotes, bids, or enter into negotiated subcontracts before extending such offers to Categories 3 and 4 Section 3 business concerns;
3. Contact business assistance agencies, minority contractors associations and community organizations to advertise contracting opportunities and to request assistance in identifying Section 3 business concerns that may submit bids for portions of the work;
4. Advertise contracting opportunities by posting notices in the common areas of the BHA's public housing developments. Such notices should provide general information about the work to be contracted and where to obtain additional information;
5. Provide written notice of contracting opportunities to all known Section 3 business concerns. This notice should be provided in sufficient time to allow the Section 3 business concerns to respond to bid invitations;
6. Follow-up with Section 3 business concerns that have expressed interest in contracting opportunities;
7. Coordinate meetings in which Section 3 business concerns can be informed of specific elements of the work for which subcontract bids are being sought;
8. Conduct workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities;

9. Inform Section 3 business concerns where assistance may be available to overcome barriers such as inability to obtain bonding, lines of credit, financing or insurance, and aid Section 3 business concerns in qualifying for such bonding, financing, insurance, whenever possible;
10. Break down contract work into economically feasible units to facilitate participation by Section 3 business concerns when appropriate;
11. Develop and use a list of eligible Section 3 business concerns; and/or
12. Actively support and undertake joint ventures with Section 3 business concerns.

Indirect Means of Meeting Hiring Requirements

The Contractor, by executing the contract resulting from this Invitation of Bid or Request for Proposals hereby voluntarily agrees to the following action:

Should a contractor be unable to meet the hiring requirements outlined in the previous sections, and after having taken all 12 steps outline above, the contractor shall follow the following order of progression as a means to meet the BHA’s resident hiring requirements:

1. Incur the cost of providing skilled training for the residents in an amount commensurate with the Sliding Scale set forth in Item A. Such training shall be determined after consultation with the BHA and may include, but not be limited to such action as Union membership as an apprentice if the Contractor is a Union affiliate, or technical school training.
2. In consultation with the BHA the contractor shall provide economic opportunities to establish, stabilize or expand resident owned business concerns, which may include micro-enterprises. Such opportunities include, but are not limited to, the formation of a joint venture with resident-owned businesses, or the purchase of supplies and materials from resident-owned businesses. The amount of contractor participation in such an undertaking must be demonstrated to meet the Sliding Scale set forth in Item A.
3. The contractor, having been unable to meet Step 1 and 2 noted above in this section, shall contribute to the BHA’s Educations Fund for Resident Initiatives & Training, and in the amount noted in the Sliding Scale set forth in Item A.

Sliding Scale – Item A

CONSTRUCTION CONTRACTS:

USE TOTAL LABOR DOLLARS
USE TOTAL CONTRACT

RESIDENT AS A % OF
TOTAL LABOR DOLLARS
(THE LESSER OF THE TWO)

AMOUNT FOR SERVICE CONTRACTS

Labor dollars less than \$100,000	10% of the labor dollars, or \$9,000
At least \$100,000, but less than \$200,000	9% of the labor dollars, or \$16,000
At least \$200,000, but less than \$300,000	8% of the labor dollars, or \$21,000
At least \$300,000, but less than \$400,000	7% of the labor dollars, or \$24,000
At least \$400,000, but less than \$500,000	6% of the labor dollars, or \$25,000
At least \$500,000, but less than \$1 million	5% of the labor dollars, or \$40,000
At least \$1 million, but less than \$2 million	4% of the labor dollars, or \$60,000
At least \$2 million, but less than \$4 million	3% of the labor dollars, or \$80,000
At least \$4 million, but less than \$7 million	2% of the labor dollars, or \$105,000
\$7 million or more	1 ½ % of the labor dollars

What sanctions occur if my business is unable to meet its Section 3 goals or demonstrate a good faith effort to meet its Section 3 goals?

If a contractor or subcontractor fails to achieve the BHA’s Section 3 numerical goals for contracting with Section 3 business concerns or hiring Section 3 residents and fails to document good faith efforts to meet the numerical goals, the BHA shall send to the contractor a Notice of Noncompliance and shall place a copy of this notice in the contractor’s or subcontractor’s project file.

How does my business become certified by the BHA as a Section 3 business concern?

There are a variety of methods by which a business concern may be certified as an eligible Section 3 business concerns as set forth below.

1. Verification of Ownership Interests of Section 3 Business

The BHA may certify a business concern as a Section 3 business concern based on an ownership structure that is 51% or more owned by residents of BHA public housing developments or other Section 3 eligible residents. Therefore, if a business is claiming this type of ownership interest as its method for certification as a Section 3 business concern, the BHA shall require documentation related to the ownership and control of the business concern. The BHA shall review and verify information, including but not limited to:

- Information detailing the type of business (corporation, sole proprietorship, partnership, joint venture). This shall dictate, to some extent, the thresholds for individual ownership interests;
- Information identifying the officers and lines of authority in the business; and/or
- Information verifying that 51% of the ownership structure vests in eligible Section 3 residents (i.e. BHA residents or low income or very low income residents of Brockton, MA).

2. Verification of Workforce Composition of Section 3 Business

The BHA may certify a business concern as a Section 3 business concern based on a permanent, full-time workforce, of which 30% are Section 3 eligible residents. Therefore, if a business is claiming a permanent, full-time workforce composition as its method for certification as a Section 3 business concern, the BHA shall review and verify information, including but not limited to:

- The total number of permanent, full-time employees and the number, identification and income status of claimed Section 3 residents.

3. Verification of Participation in HUD Youthbuild Program

The BHA may certify a business concern as a Section 3 business concern based on a business concern being part of a HUD Youthbuild program. Therefore, if a business is claiming participation in a HUD Youthbuild program as its method for certification as a Section 3 business concern, the BHA shall review and verify information, including but not limited to:

- Documentation provided by the business concern demonstrating participation in and compliance with the requirements of the Youthbuild program with which it is affiliated; and/or
- Documentation from the public housing agency or other organization administering the Youthbuild program that demonstrates the individual's affiliation with the program.

4. Verification of Subcontracting to Section 3 Business Concerns

The BHA may certify a business concern as a Section 3 business concern based on a business concern subcontracting in excess of 25% of the total subcontracts to Section 3 business concerns. Therefore, if a business is claiming subcontracting as its method for certification as a Section 3 business concern, the BHA shall review and verify information, including but not limited to:

- The total dollar amount to be subcontracted under the terms of the contract;
- The identity, business structure and/or employee composition of claimed subcontractors that are Section 3 eligible business concerns; and/or
- The total dollar amount to be subcontracted to Section 3 eligible business concerns.

Upon completion of review of the application, the BHA shall notify the business concern in writing of its decision regarding eligibility as a Section 3 business concern.

If the BHA determines that a business concern is eligible for Section 3 certification, the BHA shall certify it as a Category 1,2,3 or 4 Section 3 business concern. Certification of Categories 1, 2, and 3 Section 3 business concerns shall be valid for a period of one (1) year from the date of certification. On an annual basis the Section 3 business concern shall submit documentation of its continuing status as a Section 3 business concern as appropriate.

Where may I pick up the Section 3 business concern application form?

You may pick up this form at the following locations:

- BHA Modernization Department
- BHA Personnel Office
- BHA Section 3 Coordinator's Office

You may submit the form to the BHA Section 3 Coordinator for processing. Incomplete applications will not be processed.

What if the BHA denies my business' request for Section 3 business concern certification?

You may file an appeal if you are denied Section 3 certification. This appeal must:

1. Be filed in writing and contain the name, address, and phone number of the person filing the appeal, and a brief description of the reason for the appeal;
2. Be hand delivered or mailed to:
Section 3 Coordinator
Brockton Housing Authority
45 Goddard Road
Brockton, MA 02303
3. Within five (5) business days of receipt of the appeal, the BHA Chief Operating Officer or his designee shall schedule a meeting in which the party appealing the decision and the BHA representative may discuss the relevant facts of the case and review any additional documentation.
4. Within five (5) business days after the meeting, the BHA representative shall make a final determination and notify the appealing party in writing of the decision. The BHA representative shall forward a copy of the decision to the Section 3 Coordinator for placement in the contractor's file. The Section 3 Coordinator shall also make note of the final determination in the Section 3 business concern log.
5. The decision of the Section 3 Coordinator arising from the appeals meeting is final.