

# The Brockton Housing Authority



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

**INSPECTIONAL SERVICES, Federal Rental Units**  
**2023 10-10. Sec 8.**

**The proposal due date: 10 am November 8, 2023**

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

**Pre-Proposal meeting: 10 am October 31, 2023**

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

**Last Day for Written Questions: 12 Noon November 1, 2023**

*(Via email ONLY to [josephp@brocktonha.com](mailto:josephp@brocktonha.com) )*

*Phone: 508-427-9111*

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# Invitation to Propose

## **BROCKTON HOUSING AUTHORITY Procurement Department**

### **REQUEST FOR PROPOSAL (RFP)**

Under the rules of M.G.L. Chapter 30B, the Procurement Director of the Brockton Housing Authority hereby requests sealed proposals for:

### **INSPECTION SERVICES, FEDERAL SECTION 8 RENTAL UNITS 2023 10-10. SEC 8.**

Proposals will be received at the office of the Chief Procurement Officer, Brockton Housing Authority, 45 Goddard Rd., Brockton, MA 02303

**10:00 am, November 8, 2023**

At which time and place the proposals will be publicly opened and read.

Specifications and information available on line by visiting the Brockton Housing Authority Procurement Department web site at  
<https://www.brocktonhousingauthority.com/bids-quotes-rfps/>

#### **PROPOSALS MUST BE SIGNED AND ENCLOSED IN A SEALED ENVELOPE AND MARKED:**

PROPOSAL FOR: Inspection Services, Federal SECTION 8 Rental Units.  
2023 10-10. SEC 8.

A 5% Bond or Certified Check must accompany each proposal submitted and made payable to, and become the property of the Brockton Housing Authority, if the successful proposer refuses or neglects to comply with the terms of the Contract.

If the proposer is a corporation, state your correct corporate name and State of incorporation. If proposer is a partnership, state names and addresses of partners. If the proposer is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to propose and enter into contracts.

**EXCEPTION OR ALTERNATES TO SPECIFICATIONS, TERMS OF SALE, AND DISCOUNTS  
AVAILABLE, MUST BE INCLUDED IN THE PROPOSAL PRIOR TO THE RFP DUE DATE.**

**This is a TWO-ENVELOPE SOLICITATION. Submit your PRICE/FEE PROPOSAL in a separate SEALED envelope, clearly marked “FEE FOR INSPECTION SERVICES, FEDERAL RENTAL UNITS”.**

# Intent of Project

Request for competitive proposals for the inspection of privately owned apartments where the rent is subsidized by the BHA through HUD's Section 8 Housing Assistance Payments Program.

**AGREEMENT**  
**BROCKTON HOUSING AUTHORITY**

**ARTICLE 1.** This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the BROCKTON HOUSING AUTHORITY, party of the first part, hereinafter also called the Authority or BHA, by its Board of Commissioners and the Executive Director and

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*Name of the company*

hereinafter called the CONTRACTOR.

**ARTICLE 2.** Witnesseth, that the parties to this agreement, each in consideration of the agreement on the part of the others herein contained, do hereby agree, the BROCKTON HOUSING AUTHORITY for itself, and said contractor for his heirs, executors, administrators and assigns as follows:

To 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 Contract and of the Notice to proposer, proposal solicitation, Project Manual, addenda and Drawings, hereto annexed. The said Notice to proposer, proposal solicitation, Project Manual, addenda and Drawings 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.

**ARTICLE 3.** In consideration of the foregoing premises the BROCKTON HOUSING AUTHORITY agrees to pay and the CONTRACTOR agrees to receive as full compensation for everything furnished and done by the CONTRACTOR under this contract, including all work required but not included in the items herein mentioned,

This Agreement entered into as of the day and year first written above.

BROCKTON HOUSING AUTHORITY, MASSACHUSETTS

**FOR THE BROCKTON HOUSING AUTHORITY**

\_\_\_\_\_  
Thomas G. Thibeault,  
Executive Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph Pedulla, Procurement Director  
Date: \_\_\_\_\_  
*Confirming compliance with bidding laws*

**FOR THE COMPANY**

\_\_\_\_\_  
CONTRACTOR (Signature),  
Date: \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address



# Instructions

**INSTRUCTIONS FOR PROPOSERS**

1. READ ALL DOCUMENTS.  
Proposer should familiarize themselves with all the documents contained herein; it is mandatory that all proposals be in compliance with all the provisions contained in said documents.
2. FORMS AND ATTACHMENTS.  
Proposals are to be completed on the forms provided ONLY and enclosed in a sealed envelope marked on the outside "PROPOSAL (title)" and the name and address of the proposer. Attachments submitted in addition to the BHA Purchasing Department produced forms may not be considered.
3. PRINTED OR TYPED RESPONSE.  
All information must be typewritten or printed in ink, including the price the proposer offers in the space as provided on the proposal form.
4. CORRECTIONS.  
Proposals that are submitted containing cross outs, white outs or erasures, will be rejected. All corrections or modifications to the original proposal are to be submitted in a separate envelope, properly marked on the outside, "CORRECTION/ MODIFICATION TO PROPOSAL (title)" and submitted prior to the proposal due date.

ALL DOCUMENTS SUBMITTED WITH YOUR RESPONSE WILL BE  
INCORPORATED by Reference INTO THE CONTRACT.

5. PRICE IS ALL INCLUSIVE.  
Proposal prices shall encompass everything necessary for furnishing all items, materials, supplies or services as specified, and in accordance with the specifications, including proper packing, cost of delivery, travel, mileage, administrative cost, overhead, profit and in the case of services, completion of same, as per specifications. Prices remain in effect for the duration of the contract.
6. PRICE DISCREPANCY.  
In the event of a discrepancy between the Unit Price and the Extension, the Unit Price shall prevail.
7. EXPLANATIONS, EXCEPTIONS  
Explanations, exceptions or other information pertinent to the specifications may be made in writing and included in the same envelope with the proposal.
8. WITHDRAW.  
A Proposal may be withdrawn by written request prior to the schedule for the Proposal Due date. No withdrawals are permitted after the proposal due date and time. Withdrawals after the proposal due date will cause the forfeit of the proposal Deposit.

9. AWARD.  
Proposals will be awarded not later than (90) ninety days after the scheduled proposal due date, unless otherwise stated, in the specifications. Unless otherwise specified, proposals will be evaluated on the basis of, completeness of your RFP response, qualification, background, staffing capacity, timely delivery, responsiveness, responsibility, best price and experience.
10. AWARD CRITERIA.  
Qualified and responsive proposals will be evaluated based on Price, Technical, and Compliance requirements:
12. TAX EXEMPT.  
Purchases by the Brockton Housing Authority are exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.
13. SAMPLES. ( if applicable)  
The Brockton Housing Authority may require the submission of samples either before or after the awarding of a contract. Samples are to be submitted, at no charge to the Authority, so as to ascertain the product's suitability. If specifically stated in the Proposal that samples are required, said samples must be submitted with the Proposal prior to the Official Proposal due date. Failure to submit said samples would be cause for rejection of Proposal. All samples must be called for and picked up within (30) thirty days of award or said samples will be presumed abandoned and will be disposed of.
14. ACTIVE VENDOR LIST.  
Vendors who wish to remain on the Active Proposal List must either submit a Proposal, No Proposal, or a letter requesting same, no later than the Official Proposal Due date. This is applicable to those vendors who have received the Invitation to Proposal.
15. FUNDS APPROPRIATION.  
THE CONTRACT OBLIGATION ON BEHALF OF THE AUTHORITY IS SUBJECT TO PRIOR APPROPRIATION OF MONIES FROM THE GOVERNMENTAL BODY AND AUTHORIZATION BY THE BOARD OF COMMISSIONERS.
16. THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, OR ANY PART OF ANY PROPOSAL, WHICH IN THE OPINION OF THE AWARDING AUTHORITY, IS IN THE BEST INTERESTS OF THE BROCKTON HOUSING AUTHORITY.
17. THE TAX ATTESTATION CLAUSE, CERTIFICATION OF NON-COLLUSION AND THE CERTIFICATE OF VOTE AUTHORIZATION, are required by statute and are an integral part of the Invitation for Proposal and must be completed and signed ONLY by the person/persons who are officially authorized to do so. Failure to do so may disqualify the proposal.

18. STANDARD OF QUALITY.

Where, in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the proposer may select one or the other. If the proposer proposes to offer a substitute as an equal, he shall so indicate on the Proposal Form, the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and describe where it differs from the specifications. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Proposal will be interpreted to mean that the proposer will furnish the item or service as specified.

20. MODIFICATION.

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties, hereto unless made and executed in writing by the parties hereto.

21. ASSIGNMENT.

The final payment for work done under this Contract shall be made only after the Contractor has signed a statement under the penalty of perjury, certifying that he has completed the work described in the final estimate. Neither party hereto shall assign this Contract or sublet it in part or as a whole without the prior written consent of the other party hereto. The Contractor shall not assign any sum or sums due or becoming due to him hereunder without the prior written consent of the authority.

22. DELIVERIES:

a) The Contractor shall pay all freight and delivery charges. The Procurement Department does not pay for shipping and packaging expenses. Items must be delivered as stipulated in the specifications. All deliveries must be made to the inside of Authority buildings. Sidewalk deliveries will not be accepted. Authority personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery, when necessary.

b) All items of furniture must be delivered inside the building, set up, in place and ready for use. Deliveries are to be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday, except on holidays.

c) All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Brockton Housing Authority Purchasing Department until such items are accepted and signed for, in good order, by the receiving department.

d) The contractor must replace, without further cost to the BHA Purchasing Department, such damaged or non-complying items before payment will be made.

23. LABELING.

All packages cartons or other containers must be clearly marked with (a) building and room destination; (b) description of contents of item number from specifications; (c) quantity; (d) Brockton Housing Authority Purchase Order Number and (e) Vendor's name and order number.

24. GUARANTEES.

Unless otherwise stipulated in the specifications, durable items shall be guaranteed by the contractor for a period of not less than one year from the date of delivery and acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced the contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make such replacement immediately upon receiving notice from the Procurement Director.

25. SINGLE VENDOR.

The Brockton Housing Authority's Procurement Department desires to award a single contract based on qualifications and price. However, where applicable, the Authority reserves the right to make multiple awards on a unit price basis if, in the opinion of the Procurement Department, it is in the best interest of the Brockton Housing Authority.

26. CHANGE ORDERS.

Change orders are not effective until, if, as and when signed by the Executive Director and approved by the Board of Commissioners. No work is to commence until the change orders are fully executed.

28. PROPOSAL DUE DATE INCLEMENT WEATHER

If, at the time of the originally scheduled proposal due date, Authority is closed due to inclement weather or another unforeseeable event, the proposal due date will be extended until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time.

29. WET, ORIGINAL AUTHORIZED SIGNATURES.

All forms required by this solicitation shall be "wet" signed with an original signature ONLY by the Authorized Corporate officer(s) as reported in the Corporate Vote Authorization Form in the Compliance Section of this document.

30. REAP CERTIFICATION: As required by the Authority Contractor shall certify its compliance with all state tax laws pursuant to Chapter 62C, Section 49A.

# GENERAL CONDITIONS

## GENERAL CONDITIONS

1. INFORMATION

All information shall come from the Office of the Director of Procurement. The Contractor shall inquire at this office for any information needed. Wherever the words "or equal as approved" are used, it is to be understood that the opinion of the Director of Procurement shall govern.

2. SUITS

The Contractor shall assume defense of and shall indemnify and hold the Authority and its agents harmless from all suits and claims against the Authority and its sub-contractors arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the Authority, its agents, employees or any subcontractor in performing the work, under this contract.

3. LAWS AND REGULATIONS

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the Brockton Housing Authority, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.

4. PROTECTION OF PROPERTY

The Contractor shall take all proper precautions to protect the Authority's property from damage and unnecessary inconvenience. Any Authority property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

5. PROTECTION OF PERSONS

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the Authority harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

6. CONTRACT DURATION.

This contract is for the period of Three (3) years beginning on the date of the Board of Commissioner's approval. The contract may be renewed at the sole discretion of the Brockton Housing Authority for an additional two (2) one-year periods.

7. INSURANCE

A. **WORKMAN'S COMPENSATION:** The Contractor shall provide insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth

of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor. Contractors shall provide insurance on a primary basis and the contractor's policy shall be exhausted before resorting to other policies. The contractor's policy is the primary one not the contributory.

B. COMPREHENSIVE GENERAL LIABILITY

Bodily Injury:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

C. AUTOMOBILE (VEHICLE) LIABILITY

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

D. UMBRELLA POLICY

General liability	\$2,000,000
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Your proposal response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: *"The Brockton Housing Authority is a named additional insured for all insurances under the contract, excluding Automobile and Workers Compensation coverage"*. **Failure by the contractor to provide a current and updated insurance policy, during the entire duration of the contract, may result in additional legal liability.** The Certificate of Insurance must be mailed directly to:

Office of the Chief Procurement Officer  
Procurement Department  
Brockton Housing Authority  
45 Goddard Rd.  
Brockton, MA 02303-7070

8. LABOR ,MATERIALS, PAYMENT AND PERFORMANCE BOND

The Contractor agrees to execute and deliver to the Authority, a Labor and Materials or Payment or Performance Bond equal to 100% of the contract value. This contract shall not be in force until said bond has been delivered and accepted by the Authority. Bond to be issued by a company licensed by the Commonwealth of Massachusetts.

9. PERSONNEL:

The Contractor shall employ a competent supervisor and all properly licensed/trained personnel necessary to perform the services required in this contract. The Authority shall have the right to require the Contractor to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The Authority may require the Contractor to submit a weekly performance record of the



areas and of the work performed, on forms approved by the Authority. The Contractor or his supervisor shall be available to inspect such work as required by the Procurement Director.

10. TERMINATION OF CONTRACT

This contract may be terminated by the Authority upon deliverance to the Contractor of a sixty day written notice of said termination.

11. CONTRACT OBLIGATIONS

Contract obligations on behalf of the Authority are subject to an annual appropriation to cover the contract obligation.

12. PROPOSER EXPERIENCE EVALUATION

Each proposer shall submit with his/her proposal, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their proposal to be considered.

15. NOT-TO-EXCEED AMOUNT

The proposal amount proposed in your company's response is a "not-to- Exceed" amount unless the Authority makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the Board of Commissioners and the Executive Director prior to the commencement of the change order work. No work is to begin until the proper approvals have been obtained. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

16. FINANCIAL STATEMENTS.

The Authority may require, within five (5) days after the proposal due date, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a proposer's financial stability.

17. BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the Authority, the Authority may request that the Contractor re-do the services. If the Contractor shall fail to provide services, which are satisfactory to the Authority, the Authority in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The Authority may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the Authority exceed sums due or to become due, the Contractor shall pay the difference to the Authority upon demand. The Contractor shall not be liable for any damages sustained by the Authority due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence

of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the Authority in writing of such cause within seven (7) days after its occurrence.

**18**    RIGHT TO AUDIT

The Brockton Housing Authority has the right to review and audit documents related to this contract. This right extends to any subcontractor, supplier or other entity used by the prime contractor to fulfill the obligations under this contract.

**19.**    ACTIVE REPARATION CLAIMS

Does your company or any of its Principals have an active reparation Claim with the Authority? A claim is any demand by a contract for the payment of disputed invoices, payment penalties, labor disputes, interest, etc.    YES \_\_\_\_\_, NO \_\_\_\_\_ (*circle or check applicable*).

If YES Please explain the nature of the claim, date of the claim and Authority Department

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(Add an additional page if necessary)

# Specifications

The Authority is requesting proposals from qualified offerors for the inspection of apartments to determine compliance with HUD Housing Quality Standards, Sec 8 (HQS) or in the Alternative NSPIRE, Article II of the State Sanitary Code, and HUD mandatory minimum Dwelling Standards, where applicable in each case.

Proposer will inspect only said apartment units as requested by the Authority from time to time and will render a written report as to the conditions and/or defects noted, and the repairs necessary.

Proposer will be responsible for:

1. Scheduling appointments with property owners and/or tenants, providing property owners with written notice of scheduled appointment.
2. Inspecting units to ascertain compliance with applicable Federal and State regulations.
3. Informing property owners and the Authority in writing of the inspection results.
4. Re-inspection of units to ascertain proper repairs have been completed.
5. All discussions and conversations with property owners, tenants, and Associate Director of Leased Housing.
6. Maintaining confidentiality of records regarding program participants.
7. Conduct rent reasonableness when required based on Section Eight Management Assessment Program (SEMAP) requirements.
8. The proposer shall use said forms approved by the Authority when doing inspections.
9. Access by the Authority, landlord, and tenant, through the cloud, to inspection results at any time.
10. Full website reports to pull/submit inspection requests on website.
11. They have different emails for different issues to use.
12. Enable BHA to see notes on every contact sent to property owner or tenant.
13. Provide pictures of the inspected unit.
14. Pictures of failed items are reported and sent.

15. Daily reports (emails) to include what reports are ready.
16. Create and submit a schedule of inspections showing units that will be inspected in the following 30 to 60 days.
17. Track when inspection request were sent.
18. The ability to see the inspection status pass or fail prior to official report.
19. The ability to perform an EMERGENCY INSPECTION, despite schedule, within 24 hours from the request. This is required to accommodate our displaced participants.
20. Inform BHA of canceled inspections or modified schedule within 24 hrs. from the change.

The Authority shall pay the proposer the agreed sum for each apartment inspected, pursuant to the above-specified services. Said services shall include the inspection and all related follow-up services and discussions. The proposer shall also provide reasonable times of service availability to accommodate the BHA's working tenants, e.g., nights and weekends.

#### **PROPOSAL CONTENT & FORMAT**

This section describes the form and/or required content of the offeror's proposal when responding to this RFP.

SUBMIT FIVE (5) HARD COPIES OF YOUR RESPONSE BOUND WITH A PAPER CLIP (no staples) and ONE (1) COPY IN A THUMB DRIVE. ATTACH THE SINGLE ENVELOPE OF THE PRICE PROPOSAL TO YOUR SUBMISSION. DO NOT SUBMIT YOUR PRICE PROPOSAL IN THE THUMB DRIVE FILE.

Offerors' standard proposal forms and formats are acceptable provided they are arranged in the following order and include:

1. Past similar projects, especially any and all public housing experience, including references and phone numbers;

2. Examples of past performance in terms of quality of work, cloud based functionality including reports available and compliance with performance schedules;
3. A company profile that outlines the general capabilities, experience, qualifications and strengths of their firm, as well as a brief overview of their history. Additionally, resumes of the principals and any staff that will be involved with the project;
4. Evidence of the proposer's knowledge of HUD's HQS, NSPIRE and The Commonwealth of Massachusetts State Sanitary Code.
5. A clear statement of what services will be performed as well as an outline of the tasks involved in the process to inspect assisted apartments and communication with the Authority. This outline shall reflect the offeror's knowledge of the overall project.

**\*\*\*\*NOTE\*\*\*\***

6. Proposed fee for these services shall be submitted in a separate sealed envelope, clearly marked PROPOSAL FEE.

**Failure to submit your fee in a separate sealed envelope shall disqualify your submission**

In addition to the instructions titled "Instructions to Offerors," the following instructions apply:

1. Offerors shall submit an original and three (3) copies of their proposal to:  
Mr. Joseph Pedulla, CPO  
Procurement Department  
45 Goddard Rd  
P.O. Box 7070  
Brockton, MA 02303
2. All costs in connection with the preparation and submission of a proposal shall be paid by the offeror.
3. It is the intention of the Authority to make this RFP, the successful offeror's proposal and written correspondence, a part of the contract.
4. The Authority reserves the right to decide whether a proposal is or is not acceptable in terms of meeting the requirements of the RFP. The Authority reserves the right to accept or reject proposals received, and may negotiate with offerors regarding the terms of their proposals or parts thereof.

5. The offeror shall submit written evidence that it maintains proper liability and workers compensation insurance.
6. The Authority will contract only with the successful offeror. Any work that is to be performed by a subcontractor shall be the responsibility of the offeror and must be identified in the proposal.
7. The successful offeror shall provide a payment schedule that is related to the successful completion of specific tasks.
9. Include sample reports that your company is planning to submit to the Authority showing information details and frequency

## EVALUATION FACTORS

The following factors will be used by the Authority in evaluating proposals received in response to this solicitation. Scoring will be based on the following categories: Highly Advantageous, Advantageous, Acceptable and Unacceptable – 0% of points available.

FACTOR	WEIGHT
1. Past similar projects, especially any and all public housing experience, including references and phone numbers;	20%
2. Examples of past performance in terms of quality of work, cloud based functionality including reports available.	20%
3. A company profile that outlines the general capabilities and strengths of their	10%
4. Evidence of the proposer's knowledge of HUD's HQS and NSPIRE as well as the Commonwealth of Massachusetts sanitary code.	10%
5. A clear statement of what services will be performed as well as an outline of the tasks involved In the process to inspect assisted apartments and communication with the Authority. This outline shall reflect the proposers knowledge of the overall project.	20%
6. Evidence of the firm's capability to create and make available Web/ Cloud based reports.	10%
7. Proposed fee for these services.	<u>10%</u>
Total	100 %



# Compliance

(Required Documents. WET SIGNATURE ARE REQUIRED BY THE AUTHORIZED CORPORATE OFFICER)

## Compliance

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

Purchasing Department  
Brockton Housing Authority  
45 Goddard Road  
Brockton, MA 02303

Failure to submit the completed documents will cause the disqualification of the proposal.

### 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%) Proposal Bond or Certified Check.....	_____
• Debarment Certificate .....	_____
• Right-to-know Law.....	_____
• OSHA 10 Certificate for all Assigned Employees (MGL ch30, §39M and Ch 149) .....	_____
• W-9.....	_____
• Direct Deposit Authorization .....	_____

The contractor must provide to the above office:

- Performance Bond for 100% of the contract value and naming the Brockton Housing Authority

Your Company's Name: \_\_\_\_\_

Service or Product \_\_\_\_\_

- NOTE:**
1. Only "Wet" signatures are acceptable by the Authorized Corporate officer reported in the Certificate of Vote Authorization Form below
  2. Failure to submit any of the required documents, in this or in other sections, with your proposal response package may cause the disqualification of your proposal.

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**NON-COLLUSION FORM AND TAX COMPLIANCE FORM****CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this 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 Authority officials, employees, entity, or group of individuals other than the Procurement Director of the Brockton Housing Authority was relied upon in the making of this proposal

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(Signature of authorized person signing this proposal)

Date

---

(Name of business)

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**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 authorized person signing this proposal)

---

Date

---

Name of business

**NOTE**

Failure to submit any of the required documents, in this or in other sections, with your proposal 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 Signature of authorized person signing this proposal 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 Proposer** \_\_\_\_\_

By \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Title

Business Address \_\_\_\_\_ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

City \_\_\_\_\_ 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 proposal response package will be cause for the disqualification of your company.

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### 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 proposal 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.

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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 proposal response package may cause the disqualification of your proposal.

DEBARMENT CERTIFICATION

In connection with this proposal 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 Brockton Housing Authority. "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 Procurement Director of the Brockton Housing Authority 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 Brockton Housing Authority, 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 proposal response package will be cause for the disqualification of your company.

**BROCKTON HOUSING AUTHORITY**

45 Goddard Road, Brockton Ma. 02301

Telephone # (508) 427-9106 Email tanyah@brocktonha.com

**Equal Opportunity Housing****AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (ACH CREDITS)**

Agency Name: Brockton Housing Authority

I (we) hereby authorize Brockton Housing Authority to initiate credit entries and to process, if necessary, adjustments to the account for any error that occur to my (our) Checking/Saving account indicated below.

DEPOSITORY NAME: \_\_\_\_\_

BRANCH: \_\_\_\_\_

CITY \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

ROUTING NO.: \_\_\_\_\_ ACCOUNT NO\*: \_\_\_\_\_

ACCOUNT TYPE: Checking or Savings (Please circle one)

**\*Please enclose a voided check or letter from bank for verification.**

This authorization is to remain in full force and effect until Brockton Housing Authority has received written notice from me (or either of us) of its termination in such time and in such manner as to afford Brockton Housing Authority and DEPOSITORY a reasonable opportunity to act on it.

NAME ON ACCOUNT: \_\_\_\_\_

NAME OF SIGNEE (IF DIFFERENT) \_\_\_\_\_

SSN or TAX ID#: \_\_\_\_\_ (Please make sure your numbers match those on your W-9)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

**BROCKTON HOUSING AUTHORITY**  
45 Goddard Road, Brockton Ma. 02301  
Telephone # (508) 427-9106 Email [tanyah@brocktonha.com](mailto:tanyah@brocktonha.com)  
**Equal Opportunity Housing**

**AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (ACH CREDITS)**

Dear Vendor:

The Brockton Housing Authority will be implementing a direct deposit system for all of our accounts payables. All invoices will be paid weekly and will be deposited directly into your account. Please complete and sign the Authorization Agreement form on the back of this letter, and please be sure to include a voided check.

Should you have any questions regarding this process, please contact Tanya Holland at (508) 427-9106 or email [tanyah@brocktonha.com](mailto:tanyah@brocktonha.com)

Thank you for your immediate attention to this matter.

# PROPOSAL PRICE FORM

(Follows)

**PRICE SHEET**

**This form shall be used, completed and submitted in a separate SEALED envelope, clearly marked "FEE FOR INSPECTION SERVICES, FEDERAL RENTAL UNITS".**

In accordance with the Brockton Housing Authority current Request for Proposals for Inspectional Services, Rental Units we submit the following fee.

Fee Amount per initial inspection \$ \_\_\_\_\_

Fee Amount per Follow up inspection \$ \_\_\_\_\_

Fee Amount per additional EMERGENCY inspection \$ \_\_\_\_\_

Name and Address of Firm \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Officer Date

\_\_\_\_\_  
Printed Name and Title

**This form shall be used, completed and submitted in a separate SEALED envelope, clearly marked "FEE FOR INSPECTION SERVICES, FEDERAL RENTAL UNITS".**

My Company acknowledges receipt of addenda number: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**PERFORMANCE BOND**  
**For 100% of Contract Price**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as principal,  
and \_\_\_\_\_  
as surety, are held and firmly bound unto the Brockton Housing Authority 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, administrator's 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 services to 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 \_\_\_\_\_, 2023 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:

\_\_\_\_\_

\_\_\_\_\_

Attest:	(Corporate Principal)
_____	_____
	(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

# ATTACHMENTS

- HUD form 51915
- HUD Form 5370



# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

proposal submitted before final payment of the contract.

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

## 5. Rights in Data (Ownership and Proprietary Interest)

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

## 6. Energy Efficiency

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

## 7. Disputes

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

## 8. Contract Termination; Debarment

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

## 9. Assignment of Contract

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

## 10. Certificate and Release

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

## 11. Organizational Conflicts of Interest

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

## 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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



## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

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

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

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

## **22. Procurement of Recovered Materials**

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

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

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

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**Contract Provisions Required by Federal Law  
or Owner Contract with the  
U.S. Department of Housing and Urban Development**

# Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development

U. S. Department of Housing  
and Urban Development  
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OMB Approval No. 2577-0157  
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 2 CFR 200. These contractual agreements are required by Federal law or regulation pursuant to 2 CFR Part 200. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

## 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2

and conform to the Contract pricing provisions of 2 CFR 200.

1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 2 CFR 200 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

1.3 Restrictive Drawings and Specifications. In accordance with 2 CFR 200 and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 905.312 ), the Design Professional shall provide such a certification to the Owner.

1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

1.7 Conflicts of Interest. Based in part on federal regulations (2 CFR 200) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or

(iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.



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

1.8 Disputes. In part because of HUD regulations (2 CFR 200), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

1.9 Termination. In part because of HUD regulations (24 CFR 85.36(i)(2)), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will

post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Reserved.

H. Reserved.

1.13 Reserved.

1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

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1.15 Energy Efficiency. Pursuant to Federal regulations (2 C.F.R. 200) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.115(b) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.