

The Brockton Housing Authority
On behalf of the
Brockton Housing Authority

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

**RE-BID - FLOOR INSTALLATION, REPAIRS & HARDWOOD FLOOR
REFINISHING, Brockton, MA
2024.01 - 82BHA**

The bid opening will be held: 10 AM April 2, 2024

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

Pre-Bid meeting: 10 AM March 26, 2024

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

Last Day for Written Questions: 9:00 AM (March 29, 2024)

(Via email ONLY to VinnieD@brocktonha.com)

Bid price Phone: 508-427-9183

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Invitation to Bid

Advertisement

Invitation for Bid (IFB) — RE-BID Floor Installation, Hardwood Floor Refinishing and Repairs, Bid Number 2024.01-82BHA

Under M.G.L. c. 30B the Brockton Housing Authority (BHA) is seeking sealed bids from two (2) qualified Flooring Contractors for the Installation and Repairs of Flooring. This is a three (3) year contract that may be renewed at the discretion of BHA, with a favorable vote of the Board of Commissioners, for an additional two-year period.

Rule of Award: This is a three (3) year contract for \$150,000 not to exceed \$50,000 per year for the length of the contract. Award of Contract will be made to the lowest, responsive and responsible bidders. The Brockton Housing Authority, the awarding authority reserves the right to reject all bids if it is deemed in the public interest.

Interested parties may obtain a copy of the solicitation and Wage Schedules, by visiting the following website <https://www.brocktonhousingauthority.com/bids-quotes-rfps/>

Sealed bids are to be submitted by 10:00 AM on April 2, 2024 at which time they will be accepted by the Authority. Please submit bids between the hours of 8:30 AM and 4:00 PM. A pre-bid conference will be held at 10:00 AM on March 26, 2024 in the Rafkin Conference Room at 45 Goddard Road on the ground floor. Last day for written question(s) is 9:00 AM on March 29, 2024 via e-mail only.

Postmarks will not be considered. Sealed bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked “RE-BID-Floor Installation and Repairs” Bid Number 2024.01-82BHA

EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

In compliance with Section 3 of the HUD Act of 1968, Brockton Housing Authority, Section 8 Voucher holders and other low or low income Brockton residents are encouraged to apply and may receive a preference.

Vincent DeChristopher
Director of Facilities
March 7, 2024

Intent of Project

The Director of Facilities Department of the Brockton Housing Authority wishes to purchase floor installation, hardwood floor refinishing and repair services throughout the Brockton Housing Authority's properties.

AGREEMENT

BROCKTON HOUSING AUTHORITY

ARTICLE 1. On this _____ of the month of _____ in the year 2024, the BROCKTON HOUSING AUTHORITY, party of the first part, hereinafter also called the Authority or BHA, by its Board of Commissioners, the Executive Director and

(Legal company's name)

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 Bidders, bid solicitation, Project Manual, addenda and Drawings, hereto annexed. The said Notice to Bidders, bid 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 FOR THE COMPANY

Thomas G. Thibeault,
Executive Director
Date: _____

CONTRACTOR (Signature),
Date: _____

Company

Address

Vincent Dechristopher, Director of Facilities
Date: _____
Confirming compliance with bidding laws

Michael Pacious, CFO
Date: _____
Certifying the availability of Funds

Instructions

INSTRUCTIONS FOR BIDDERS

1. READ ALL DOCUMENTS.

Bidders should familiarize themselves with all the documents contained herein; it is mandatory that all Bids be in compliance with all the provisions contained in said documents.

2. FORMS AND ATTACHMENTS.

Bids are to be completed on the forms provided ONLY and enclosed in a sealed envelope marked on the outside "BID (title)" and the name and address of bidder. Attachments submitted in addition to the BHA Maintenance 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 bidder offers in the space as provided on the bid form.

4. CORRECTIONS.

Bids that are submitted containing cross outs, white outs or erasures, will be rejected. All corrections or modifications to the original bid are to be submitted in a separate envelope, properly marked on the outside, "CORRECTION/ MODIFICATION TO BID (title)" and submitted prior to the bid opening.

ALL DOCUMENTS SUBMITTED WITH YOUR RESPONSE WILL BE INCORPORATED by

Reference INTO THE CONTRACT.

5. PRICE IS ALL INCLUSIVE.

Bid 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, 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 bid.

8. BID DEPOSITS.

Bid deposits are to be made payable to the Brockton Housing Authority. In the event that the successful bidder fails to execute a Contract within (10) days of the receipt of said contract, such security shall be retained by the Authority as liquidated damages.

Unsuccessful bidders' deposits will be returned immediately following the award to said successful bidder.

9. WITHDRAW.

A Bid may be withdrawn by written request prior to the schedule for the Bid Opening. No withdrawals are permitted after the bid opening date and time. Withdrawals after the bid opening date will cause the forfeit of the bid Deposit.

10. AWARD.

Bids will be awarded not later than (90) ninety days after the scheduled bid opening date, unless otherwise stated, in the specifications. Unless otherwise specified, bids will be evaluated on the basis of, completeness of your RFP response, responsiveness, responsibility, best price and experience.

11. 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 is exempt from any Federal, State or Massachusetts Municipal Sales and/or Excise Taxes.

13. SAMPLES.

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 Bid that samples are required, said samples must be submitted with the Bid prior to the Official Bid Opening.

Failure to submit said samples would be cause for rejection of Bid. 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 Bid List must either submit a Bid, No Bid, or a letter requesting same, no later than the Official Bid Opening. This is applicable to those vendors who have received the Invitation to Bid.

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 MAYOR.

16. THE AWARDING AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OF ANY BID, 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 Bid and must be completed and signed by the person submitting the Bid, or by the person/persons who are officially authorized to do so. Failure to do so may disqualify the bid.

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 Bidder may select one or the other. If the Bidder proposes to offer a substitute as an equal, he shall so indicate on the Bid 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 Bid will be interpreted to mean that the Bidder will furnish the item or service as specified.

19. 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.

20. 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.

21. DELIVERIES:

a) The Contractor shall pay all freight and delivery charges. The Director of Facilities 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 BHA 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 Brockton Housing Authority Purchasing Department, such damaged or non-complying items before payment will be made.

22. 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.

23. GUARANTEES.

Unless otherwise stipulated in the specifications, furniture, equipment and similar 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 Director of Facilities.

24. SINGLE VENDOR.

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

25. 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.

26. BID OPENING INCLEMENT WEATHER

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

GENERAL CONDITIONS

GENERAL CONDITIONS

1. INFORMATION

All information shall come from the Office of the Director of Facilities. 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 Facilities 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 is a Three (3) year contract not to exceed \$50,000 per year for the length of the contract. 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:	\$2,000,000 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 bid 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:

Director of Facilities Department
Brockton Housing Authority
c/o Brockton Housing Authority
45 Goddard Rd
Brockton MA 02303

8. LABOR AND MATERIALS BOND (If Applicable)

The Contractor agrees to execute and deliver to the Authority, a Labor and Materials or Payment 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 personnel necessary to perform the services required in this contract. The Authority Director of Facilities shall have the right to require the Contractor to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The Director of Facilities may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the Authority Director of Facilities. The Contractor or his supervisor shall be available to inspect such work as required by the Director of Facilities.

10. PREVAILING WAGES

The selected company shall pay its employees working on this project the prevailing wage rates as required by Massachusetts General Law c. 149, §27B and the Davies-Bacon Federal Prevailing Wage Rates

11. MATERIALS

The Authority or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the Authority or its Agents.

12. TERMINATION OF CONTRACT

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

13. CONTRACT OBLIGATIONS

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

14. BIDDER EXPERIENCE EVALUATION

Each bidder shall submit with his bid, 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 bid to be considered.

15. NOT-TO-EXCEED AMOUNT

The bid 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 bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder'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

Specifications

The Brockton Housing Authority is soliciting quotes for on call flooring services. The Authority reserves the right to reject any and all quotes that it is not in the best interest of the Brockton Housing Authority.

Please review the specifications and use the attached quote sheet to provide your prices.

Specifications

- 1) The contractor must be a qualified, certified Flooring contractor. The contractor must have a minimum of 5 years' experience in the Flooring industry. The contractor shall use trained and certified mechanics to perform the services, directly employed and supervised by a competent supervisor.
- 2) All mechanics shall have a copy of all required certifications and licenses on file. All persons operating a motor vehicle on the owner's property must have a copy of the required motor vehicle license on file.
- 3) Repair work will be performed on an *on-call basis* as needed and determined by the Maintenance Supervisor or his/her designee. Response time for regular service calls must be within twenty-four (48) business hours and for emergency calls within eight (8) hours.

The CONTRACTOR will be available as-needed on an on-call basis, prepared to perform routine and urgent repairs, replacements, and installations of resilient flooring at the BHA properties. The majority of the work in this contract will be performed in vacant units (turnovers) and common areas. Typical materials include VCT, and luxury vinyl plank. Please see Tech sheet for specifications on the Vinyl Planking at the end of this document. In the event the material proposed by the selected contractor does not match the specified quality, the Vendor must provide a quote for that material. The final acceptance of the product shall rest with the facility.

- 4) The Interlocking Resilient flooring systems shall meet or exceed all applicable NFPA Fire Code and Life Safety Code requirements. Material Safety Data sheets are required for all products. BHA wishes to install the same type of floor now present in many location. BHA will accept equal or better to the Floorete'Pro, 5 series, 100% waterproof item number V173600203. 0.018 in. thick, size 7"x 48". 0736V, VE210, and size 117.8 mm x 1220mm, 4.8mm thick.
- 5) The Vinyl plank shall be similar or better to the current product now used by BHA.
- 6) Adhesives and Sealers shall be of "low" or no "VOC" compound.

- 7) Any portion of the resilient flooring system labeled or unlabeled as seconds, second quality, flawed, irregular, factor irregular, and/or returns are not acceptable.
- 8) Materials that are labeled, sale, pre or
- 9) post installation, if the Contractor discovers or determines any portion of the supplied carpet and or resilient flooring system to contain nicks, cuts, blemishes, discoloration, crooked stitching, veins, spots, or any condition or flaw which is not consistent with First Quality, the Contractor shall remove and return the defective portion of the resilient flooring system to their supplier and supply/re-install any portion of flooring system, with the proper quality materials at no cost to the Authority.
- 10) Contractor shall provide resilient flooring Systems and related materials that are compatible with one another and the substrates evidenced by the BHA
- 11) Adhesives and sealers shall not be thinned or altered in any way, shape, fashion or form.
- 12) Containers not displaying manufacturer's product identification will not be acceptable.
- 13) The contractor is responsible for leveling the sub floor according to normally accepted industry standards.

END OF SECTION

Compliance

(Required Documents.)

Compliance

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

Director of Facilities
Brockton Housing Authority
45 Goddard Road
Brockton, MA 02303

Failure to submit the **(Required)** documents with the bid proposal shall cause the disqualification of the proposal. All other forms will be requested by the BHA once awarded.

Section Index

	Check when Complete
• Non-collusion form (Required)	_____
• Tax Compliance form	_____
• Corporation Identification Form.....	_____
• Certificate of Vote Authorization (Required)	_____
• Certificate of Insurance (showing all limits of WC &GL).....	_____
• Three (3) References.....	_____
• 5% Bid Bond or Certified Check (Required)	_____
• Debarment Certificate (Required)	_____
• Recognition of Addendum (s) (Required)	_____
• OSHA 10 Certificate for all Assigned Employees (MGL ch30, §39M and Ch 149)	_____
• Right to Know	_____

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

Your Company's Name: _____

Service or Product Bid _____

NON-COLLUSION FORM AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

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

(Authorized Signature) _____ Date

(Name of business)

TAX COMPLIANCE CERTIFICATION

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

(Authorized Signature)

Date _____

Name of business

CERTIFICATE OF VOTE OF AUTHORIZATION

Date:

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

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

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

SIGNED:

(Corporate Seal)

Clerk of the Corporation:

Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

County of _____

Date:

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

Notary Public;

My Commission expires: _____

CORPORATION IDENTIFICATION

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

If a Corporation:

Incorporated in what state _____

President _____

Treasurer _____

Secretary _____

Federal ID Number _____

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

Yes _____, No _____

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

If a Partnership: (Name all partners)

Name of partner _____

Residence _____

Name of partner _____

Residence _____

If an Individual:

Name _____

Residence _____

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

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Date _____

Name of Bidder _____

By _____

Signature _____

Title _____

Business Address _____ (POST OFFICE BOX NUMBER NOT ACCEPTABLE)

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:

DEBARMENT CERTIFICATION

In connection with this bid and all procurement transactions, by signature thereon, the respondent certifies that neither the company nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts, procurement or non-procurement programs from the Commonwealth of Massachusetts, the US Federal Government and /or the 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 Director of Facilities of the Brockton Housing Authority at any time during the period of the contract or 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 _____

Authorized Corporate Signature:

Print name

Date

RIGHT TO KNOW LAW

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

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

Signature

Date

Print Name

ADDENDA (S)

_____ (Company Name) Recognition of Addendum (s)

_____, _____, _____, _____, _____,

(Example 1 . 2 , etc.)

Authorized Corporate Signature

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

BID PRICE FORM

BROCKTON HOUSING AUTHORITY - INSTALLATION OF NEW MATERIALS

	DESCRIPTION	UNIT of MEASURE	TOTAL PRICE
1	Refinishing of Hardwood flooring	Sq./Ft.	
2	Installation of new prefinished hardwood flooring, sealer and 2 coats	Sq./Ft.	
3	Installation of Direct glue-down Sheet Vinyl	Sq./yd.	
4	Installation of Direct glue-down sheet Vinyl planking interlocking	Sq./Ft.	
5	Installation of ¼" plywood underlayment over existing floor	Sq./Ft.	
6	Hourly rate for additional services not listed above	Hr.	
7	Hourly rate for floor prep when needed	Hr.	
8	Stairs	Per step	
9	Installation of Cove Base	Lf.	
		TOTAL	

Note: All work and pricing is based on UNOCCUPIED UNITS

BROCKTON HOUSING AUTHORITY – DISPOSE OF OLD MATERIALS

	DESCRIPTION	UNIT of MEASURE	TOTAL PRICE
1	Remove & Dispose of existing stretch-in carpet	Sq./Yd.	
2	Remove & Dispose of existing glue-down carpet	Sq./Yd.	
3	Remove & Dispose of VCT (non Asbestos)	Sq./Yd.	
4	Remove & Dispose of existing cove base	Lf.	
		TOTAL	\$

ALL PRICES INCLUDE INSTALLATION

NOTE: ALL WORK AND PRICING IS BASED ON UNOCCUPIED UNITS

THE FOLLOWING FORMS ARE REQUIRED
AND MUST BE SUBMITTED WITH YOUR BID.

FAILURE TO SUBMIT SUCH FORMS WILL
RESULT IN YOUR BID BEING NON-
RESPONSIVE AND NOT ELIGIBLE FOR
AWARD.

Solicitation Overview and Instructions for Contractors

The BHA Section 3 policy requires that when the **Section 3 regulation is triggered by a need for new hires (whether individual employees, contractors or sub-contractors)**, every effort within the contractor's disposal must be made to the greatest extent feasible to offer all available employment and contracting opportunities to its residents based on the tiers below. Only when the regulation is triggered by a contractor and they are unable to offer employment or contracting. The contractor may offer employment related training to the Section 3 residents. The training must be in an amount equal to or exceeding 3% of the total contract award.

I. Tiers for offering all opportunities to Section 3 Residents and Resident Owned Businesses

1. At the site where the work is being performed
2. At any other BHA owned or managed property
3. Other HUD funded beneficiaries including Section 8 voucher holders
4. Other low-income people in the Brockton Housing Authority service area

II. What is a Section 3 Business Concern and how do they receive Preference in contract award?

A business that meets these certification definitions must receive Preference in contracting:

4. Is 51% or more owned by Section 3 residents;
5. Employs Section 3 residents for at least 30% of its full-time, permanent staff; or **(During the entire life of the contract)**
6. Provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract.
7. Meets all other MGL 149 or 30B requirements and provides DCAM Certification

III. Important Items to remember about receiving Preferences in contract award

- Anytime you can elect to hire at 30% of the project area resident as your total New Hires, or
- Sub-contract at least 25% of your total award to a Section 3 Business Concern
- YOU MUST MAINTAIN THOSE PREFERENCE LEVELS DURING THE ENTIRE CONTRACT OR RISK HAVING THE CONTRACT TERMINATED FOR FAILURE TO COMPLY

IV. Other Methods of Compliance

Contractors can provide an array of trainings to Section 3 residents that are employment related, skills enhancing or employment readiness in nature. Here are the methods of achieving compliance through this method:

1. Contractor must develop a solid professional curriculum and it must be approved by a qualified state Department of Labor or BHA, the contractor.

2. Contractor may identify a person or persons that are qualified to provide the training within their staff.
3. Contractors can partner with other groups that provide the desired training and pay them directly for the service.
4. The contractor can sub-contract the Section 3 compliance training to an outside firm specializing in training and educational programs to Section 3 residents.

V. All Contracts and All Contractors must meet Section 3 compliance by:

- A. Giving notice of any and all opportunities for employment and contracting to the local PHA and other low and very low-income area residents and businesses by posting the opportunity in community sources that are generally available to low income residents and the general public. It is required that at a minimum of three (3) of the listed sources will be exercised at least once prior to extending an offer of employment to anyone not covered by Section 3 requirements:
 - The local community newspaper (Even if in non-English language)
 - The most widely distributed newspaper
 - Company or agency website
 - The management office of the local housing authority/homeless service agency/local low income housing community
 - Local Workforce Board
 - Other locations as approved by BHA
- B. Clearly stating the requirements for applying for and achieving the opportunity and that the project is paid by "Section 3 Covered funds under the HUD Act of 1968".
- C. Utilizing the Section 3 Clause when soliciting any work.
- D. Hold informational or "How to Apply" meetings when possible prior to requesting bids or taking applications so the residents or businesses are encouraged to apply for the opportunity.
- E. Help link residents or businesses to local resources that may be available to help prepare them for applying for and achieving the opportunity.
- F. Work with BHA, the contractor in developing a communication and follow up process to track and report all Section 3 application and hiring activities to ensure the reporting of compliance efforts, and that contracting and sub-contracting are accurate.
- G. Provide Preference in hiring and contracting to Section 3 applicants and contractors when all factors are equal for the opportunity including price and salary requests.

- H. **Contractors must provide this package to all sub-contractors when soliciting bids;** meet all the same processes in A-F; and provide Preference to all sub-contractors meeting the definitions as stated in Item II on page 18 in that order of priority when all factors remain equal between Section 3 and non-Section other respondents.
- I. In order for Preference as a Section 3 Contractor to be factored into the award decision, all elements of the solicitation criteria must be equal between contracts. This mean price and all other factors must be equal. Then the contractor that has elected Preference on the Certification and Action Plan form and meets that specific rule will be awarded the contract.

Contract Compliance Cure and Termination Processes

This language is a component of contract compliance with the work you are responding to in this solicitation. It is being placed in the Section 3 compliance section for ease of reference and due notice. The full requirements are provided in the Section 3 Clause found elsewhere in this package or in the HUD forms as may be applicable.

All contractors claiming a Preference in contracting by meeting any of the three qualifications including; a Resident Owned Business, Hiring 30% of New Hires and/or Sub-contracting at least 25% of total award to a Section 3 Concern shall maintain that status throughout the life of the contract. Failure to meet this requirement will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through execution must comply with the Section 3 requirements by executing the efforts on their Certification and Action Plan in accordance with BHA's Section 3 Policy.

BHA, the contractor shall execute these remedies to achieve compliance in this order:

- A. Based on the first observation or report of non-compliance with Section 3, the contractor will be sent an e-mail by the compliance management contractor notifying them of their non-compliance issue. The contractor will have until the next payroll or 14 calendar days, whichever is lesser to bring the contract into compliance.
- B. If at any time a contractor fails to bring the contract into compliance, BPRHA, the contractor must withhold all future payments until the contract is in compliance.
- C. The contractor shall have up to 15 business days from the most recent notice of non-compliance to meet compliance as a final cure period or justify in writing to BHA, the contractor why it cannot meet compliance. BHA, the contractor must render a response to the contractor within 10 business days of receipt of its letter of reason for non-compliance. If BHA, the contractor deems the cause to be unacceptable, at its option, can extend the cause period one time for up to 5 days to allow the violator to identify and secure other compliance options, or
- D. If the violator fails to take any corrective action to bring the contract into compliance within 7 business days from the most recent notice of non-compliance, or BHA, the contractor does not accept any of their corrective plans or justifications for non-compliance, BHA, the contractor

must terminate the contract immediately. **All funds due to the contractor shall be held** and a financial workout of the agreement shall proceed within 24 hours of termination. The workout is to include a contract deduct equal to the total Section 3 contract violation of opportunities provided to non-Section 3 residents or business because they were not offered according to the contract and regulation award. All remaining funds can be paid out based on work satisfactorily completed per the agreement.

Any violator claiming to meet Section 3 compliance by committing to hire residents, fund training itself **shall meet compliance within seven (7) calendar days of contract start** or BHA, the contractor shall halt all work related to the agreement and the actions listed in steps A-D in this section shall apply.

The contractor understands and agrees that a compliance management firm may be used to conduct routine and certified payroll reviews to ensure compliance. Contractor agrees to provide the payroll data in an Excel or Word format each time the payroll is processed throughout the contract.



45 GODDARD ROAD, BROCKTON, MA 02301

Name of Business _____

Address _____

Type of Business (Check One): Corporation Partnership Sole Proprietorship Other

Contract/Solicitation Name or Number: _____

All firms and individuals intending to do business with RECIPIENT and contractors MUST complete and submit this Action Plan and submit it with the bid, offer, or proposal. Any solicitation response that does not include this document (completed, signed, and notarized) will be considered non-responsive and not eligible for award.

I am Certifying as a Section 3 Concern and requesting Preference accordingly (Select only One Option):

51% Resident Owned
A business claiming status as a Section 3 Resident-Owned Business Concern (ROB) entity:
Initial here to select this option __ _

Provide Certification for Section 3 Residents and proof that they own a minimum 51% of the business

IMPROTANT NOTICE: Preference must be maintained for the entire contract or the contract will be in non-compliance and at risk of termination.

25% Sub-Contracting
A business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 Business:
Initial here to select this option __ _

Provide a list of intended subcontract Section 3 business(es) with amount
Provide certification & all supporting documentation for each planned Section 3 Business Concern

30% Employer of Section 3 Residents Currently or New Hires
Section 3 status, because at least 30% of the existing or newly hired workforce for this specific contract will be Section 3 residents throughout the entire contract period. If a General Contractor or filed sub bid contractor for a MGL c149 project is electing this option, the 30% employment requirement will be for the entire project. For a General Contractor using non filed sub bid subcontractors, the 30% will include all the General Contractor's employees and those sub contractor's employees.

I anticipate my total number of employees for this contract to be __ and __ will be qualified Section 3.

Check all methods you will employ to secure Section 3 Residents/Persons. Posting the position in community sources that are generally available to low income residents and the general public is a standard requirement. Check at least three (3) methods you will employ

- The local community newspaper (Even if in non-English language)
- The most widely distributed newspaper
- Company or agency website
- The management office of the local housing authority/homeless service agency/local low income housing community
- Local Workforce Board
- Other locations as approved by RECIPIENT

Other: _____

Initial here to select this option __ _

IF CONTRACTOR DOES NOT ANTICIPATE TRIGGERING THE REGULATION, CHECK BOTH BOXES.

D I do not anticipate any new employees on this contract.

D I do not anticipate any new contracting on this contract beyond those required filed sub bids.

I am **NOT** certifying as a qualified Section 3 Business Concern but if I trigger the regulation by doing any sub-contracting or hiring, I will comply by (Select from below):

All the Options on this page represent Other Economic Opportunities and must equal or exceed 3% of total contract value per the Recipient's Section 3 policy. This section applies to General Contractors and filed sub bid contractors.

EMPLOYMENT

I commit to hiring and maintaining throughout the life of any contract awarded at least _____ Tier I Section 3 Residents from RECIPIENT, lease-holders or housing choice voucher holders. Check all methods you will employ to secure Section 3 Residents/Persons. Total Payroll for these hires\$_____

Check at least three (3) methods you will employ

- The local community newspaper (Even if in non-English language)
- The most widely distributed newspaper
- Company or agency website
- The management office of the local housing authority/homeless service agency/local low income housing community
- Local Workforce Board
- Other locations as approved by RECIPIENT
- Other: _____

Initial here to select this option ____ _

CONTRACTING

I will do the following contracts to Section 3 Businesses to meet compliance requirements.

Initial here to select this option ____ _

TRAINING

I will commit to funding, from my contract, a qualified Section 3 training in place of Employment or Contracting in the amount of 2% or more of my total contract award as required by RECIPIENT's policy. That training will commence within ten (10) days of contract start. My training will be:

- Employment Readiness Training (*List Training*) _____ for up to __ residents
- Employment Skills Classroom (*List Training*) _____ for up to __ residents
- Employment Skills Job Site (*List Training*) _____ for up to __ residents
- Other Development* (*List Training*) _____ for up to __ residents

**Contractor understands that If Job Site training is completed by having the trainee complete work comparable to HUD defined employment categories, the trainees must be paid Davis-Bacon wages and covered under their workers compensation insurance*

Initial here to select this option ____ _

PRIOR COMPLIANCE CERTIFICATION

I am certifying that I have complied with the HUD Section 3 Regulations in my past contracts **when required** by the recipient, contractor by employing the following *(Complete all areas that apply)*:

<p>1. I was a Section 3 Resident-Owned Business (ROB). List the Contracts and HUD Funded Entity and Contact:</p>	<p>2. I complied with Section 3 by employing at least 30% of my workforce. List the Contracts and HUD Funded Entity and Contact:</p>	<p>3. I complied with Section 3 by subcontracting 2S% of the total dollar award to a qualified Section 3 Business. List the Contracts and HUD Funded Entity and Contact:</p>
<p>Initial here to select this option _____</p>	<p>Initial here to select this option __</p>	<p>Initial here to select this option _____</p>
<p>4. I complied with Section 3 on a previous HUD funded contract by doing these things and with these entities: Describe:</p>	<p>5. I completed HUD Section 3 covered contracts in the past three years but was not required to meet compliance.</p>	
	<p>Check the box of the corresponding reason below.</p>	
	<p>D I did not trigger the regulation by hiring any new employees on my Previous contract(s) in violation of the Section 3 regulation.</p>	
	<p>D I did not trigger the regulation by hiring any contractors on my previous contract(s) in violation of the Section 3 regulation.</p>	
<p>Initial here to select this option _____</p>		

ASSURANCE OF COMPLIANCE CERTIFICATION WITH THE HUOT ACT OF 1968 (12 U.S.C. 1701U)

Purpose: To ensure that regulations promulgated under 24 CFR Part 13S Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects and the Section 3 Plan and Policy of RECIPIENT, its sub-recipients and contractors to the greatest extent feasible is adhered to, and to serve as the 'assurance of compliance' certification and action plan as required in the bid documents, supplemental general conditions, and required forms for the contract for any HUD work funded by RECIPIENT.

Preliminary Statement for Work Force Needs: RECIPIENT intends to meet Section 3 compliance at the highest level and it is our intent to identify any short-term and long-term employment or contracting opportunities for qualified Section 3 persons and concerns during the course of your contract funded by RECIPIENT via its sub-recipients and contractors. Please list the status of all planned employment position and opportunities for this contract. **Preference for all opportunities must be given to low and very low-income residents if they qualify. If awarded a contract, you are required to provide a list of your aggregate workforce on this project. Any changes to that workforce during the project will constitute new hires. You are hereby notified that you must notify RECIPIENT or contractor (Respectively) overseeing your contract of any new hire opportunities that arise during the life of your contract. Anticipated workforce list may be provided on a separate sheet or in a different format.**

<u>Category</u>	<u># of Project Workforce Positions</u>	<u>Status of All Positions (Open or Filled)</u>
Skilled	_____	_____
Semi-Skilled Labor	_____	_____
Trainee's	_____	_____
Laborers	_____	_____

"To the Greatest Extent Feasible":

The Contractor has identified __#of OPEN positions with respect to this contract. The positions are filled by the _____(Position title) of the Contractor.

Should the scope of work or duties of the contractor change to a degree requiring a modification of the work force needs, the contractor shall put forth a reasonable effort to fill vacant positions with the area low and very low-income residents.

Documentation of "To the Greatest Extent Feasible":

The contractor will work with RECIPIENT, its sub-recipients and contractors staff to notify residents of any opportunities afforded under our contract. The contractor will partner with RECIPIENT, its sub-recipients and contractors by giving preference of any employment opportunities to the Section 3 persons or concerns.

The contractor shall recruit or attempt to recruit from the Section 3 area the necessary number of low-income and very low-income residents through documentation of their efforts and impediments to comply. RECIPIENT, its sub-recipients and contractors shall:

1. Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise eligible and if a trainee vacancy exists.
2. Provide evidence that the contractor has not filled vacant employment positions in its workforce immediately prior to undertaking work in an attempt to circumvent Section 3 regulations.

Review and determine if low-income and very low-income residents meet minimum hiring qualifications. Applicants meeting such minimum qualifications, but not hired due to lack of job openings or for other operations reasons, will be placed on a priority-hiring list and offered positions upon the occurrence of the first available appropriate job opening.

Utilization of Businesses Located or Owned in Substantial Part by Persons Residing in the Area:

The contractor **does**__ does **not**__ intend to subcontract any of the work identified in the scope of work cited in the bid specifications, scope of work or General Conditions.

Should the scope of work or needs of the contractor change, the contractor shall, to the greatest extent feasible, assure that subcontracts be awarded to business concerns within the Section 3 covered area, or to business concerns owned in the substantial part (at least 51%) by persons residing in the Section 3 covered area.

Record Keeping:

The contractor shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from sub-contractors, etc, in connection with this contract. If there is a report that is

Policy Effective Date: November 1, 2013

needed as part of the submission, you agree to provide it timely. The contractor shall, upon request, provide such records or copies of records RECIPIENT, its sub-recipients and contractors, its staff, or agents.

Reports:

The contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

Certification:

The contractor will certify that any vacant employment positions, including training positions that filled:

- 1) After the contractor is selected but before the contract is executed, and
- 2) With persons other than those to who the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the subcontractor's obligations under 24 CFR Part 135.

Grievance and Compliance:

The contractor or subcontractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities may file a grievance if efforts to the greatest extent feasible were not executed. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

I attest that the above information is true and correct.

Signature

Date

Name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

Plymouth, SS

On this _____ day _____, _____ before me, the undersigned notary public, personally appeared

_____ and proved to me through satisfactory evidence of identification, which is driver's license, to be the person whose name is signed on the preceding, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My commission expires: