

BROCKTON HOUSING AUTHORITY

Invitation for Bid

IFB2024.007

On Call Maintenance:

HVAC Repairs & Maintenance

Bid Due Dates: Tuesday, October 22, 2024 at 2:00 P.M.

Brockton Housing Authority
Attention: Vinnie DeChristopher
45 Goddard Road
P.O. Box 7070
Brockton, MA 02303-7070
Telephone: (508) 588-6880
VinnieD@brocktonha.com

Advertisement

Invitation For Bids (IFB) – General HVAC Contractors

Misc. Repairs, Service Calls & Preventive Maintenance

The Brockton Housing Authority (BHA), the Awarding Authority, is seeking bids from qualified HVAC Contractors for routine maintenance and general HVAC repairs that cannot be performed by current staff. The term of the contract is three (3) years. The contract for such work will not exceed 50,000 per year. Jobs will vary in size and scope; work will be performed on an “as needed”/emergency basis.

This work will be awarded to the two (2) responsive and responsible bidders with the lowest hourly rates and supply/parts percentage markup.

Interested bidders must obtain the bid package via our website: <https://www.brocktonhousingauthority.com/bids-quotes-rfps/> or in the Maintenance Department at the BHA. The bid package will be available on October 2, 2024 between hours of 8:30AM to 4:30PM at 45 Goddard Road, Brockton, MA 02301. There is no charge for the bid package. The contact person is Vincent DeChristopher (508) 427-9183 Email: VinnieD@brocktonha.com or Burnice Cajigas Tel. 508-427-9114, Email: BCajigas@brocktonhousingauthority.com Pre-bid Meeting will be held on October 9, 2024 at 10:00 AM in the Emmanuel Rafkin Board Room (Ground Level) at 45 Goddard Road, Brockton, MA 02301. All written questions must be submitted via e-mail to Vincent DeChristopher by 2:00 PM on October 16, 2024. All written questions should be emailed to VinnieD@brocktonha.com.

Bids are to be submitted by 2:00 PM on Tuesday, October 22, 2024, at which time they will be publicly opened and read. Postmarks will not be considered. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked "**IFB2024.007 “General HVAC Maintenance and Repairs BID”**".

The contract term is three years from the date of Board approval. All bid prices must remain firm throughout the contract.

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 very low income Brockton residents are encouraged to apply and may receive a preference.

Thomas G. Thibeault
Executive Director

Brockton Housing Authority
45 Goddard Road
P.O. Box 7070
Brockton, MA 02303-7070

IFB2024.007 Miscellaneous HVAC

Repairs, Service Calls & Preventive Maintenance

I. General Information and Bid Submission Requirements

- A. Under M.G.L. 30B, Section 5, sealed bids are requested by the Brockton Housing Authority for On Call Maintenance - HVAC Repairs. Envelopes containing sealed bids will be accepted at the Brockton Housing Authority located at 45 Goddard Road in Brockton, Massachusetts, 02303 to the attention of Vincent DeChristopher, Director of Facilities, until the time indicated and will be publicly opened and read by the Director of Facilities.
- B. Bids are to be submitted by 2:00 P.M. Tuesday, October 22, 2024, at which time they will be publicly opened and read. Postmarks will not be considered. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked "IFB2024.007" HVAC Maintenance and Repairs".
- C. The Brockton Housing Authority (BHA) will award the contract within thirty (30) days after the bid opening.
- D. Addenda: If any changes are made to the Invitation for Bid (IFB) an addendum will be issued. Addenda will be mailed, faxed, or emailed to all bidders on record as having picked up the IFB. Contractors shall be responsible for ensuring that all addenda are in receipt prior to bid deadline. The BHA will require acknowledgement of any addenda issued to be included on the bid form.
- E. Questions concerning this bid must be submitted in writing to: Vincent DeChristopher – Director of Facilities before 2:00 PM on October 16, 2024. Questions may be delivered, mailed, emailed or faxed to VinnieD@brocktonha.com. Written responses will be mailed or faxed to all bidders on record as having picked up the IFB.
- F. A bidder may correct, modify or withdraw a bid by written notice received by the BHA prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "HVAC Repairs & Maintenance, Modification No. _____." Each modification must be numbered in sequence and must reference the original IFB.
- G. After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the BHA or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing.
- H. The successful Contractor must furnish a Payment Bond for \$15,000 by a surety company licensed to do business in the Commonwealth of Massachusetts and whose name appears on the United States Treasury Department Circular 570.
- I. The BHA may cancel this IFB, or reject in whole or in part any and all bids, if the BHA determines that the cancellation or rejection serves the best interests of the BHA.
- J. All bid prices submitted in response to this IFB must remain firm for the term of the contract.
- K. Each bidder shall submit one (1) copy of the following forms: Appendix A – Bid Pricing Sheet; Appendix B – Certifications; Appendix C – References and Appendix E – Company Profile.
- L. Massachusetts Prevailing Wages: The Division of Occupational Safety issues prevailing wage schedules to cities, towns, counties, districts, authorities, and agencies of the commonwealth for construction projects and several other types of public work. These prevailing wage schedules contain hourly wage rates that workers must receive when working on a public project. The wage schedules for this IFB are attached in Appendix D.

- M. The bidder agrees that, if selected, they will within five days - Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the BHA, execute a Contract in accordance with the terms of this bid and furnish a labor and materials or payment bond in the amount of \$15,000; the form provided with this bid package must be used and the surety company must be qualified to do business under the laws of the commonwealth and satisfactory to the BHA. Each shall be in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.
- N. The bidder certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of Chapter 149.
- O. The bidder states that the bid is *bona fide* is also in consideration of the value of labor, using the rates as set forth in the schedule of wage rates included with the Bid Documents, and that wage reports will be tendered to the BHA as required under Massachusetts General Laws.
- P. The bidder certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts or for the Federal Government under the provisions of Section twenty-nine F of chapter twenty-nine (M.G.L. Ch. 29, §29F), or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated hereunder.
- Q. Funds Availability. All contract awards are subject to and contingent upon fund availability and Board approval.
- R. Indemnity: Unless otherwise provided by law, the Contractor will fully and completely indemnify and hold harmless the BHA against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property that the BHA may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees. These provisions shall also include any liability, which may result from a workers compensation claim or resulting third party action against the BHA.
- S. Except as otherwise provided in the Articles of Agreement, the BHA may terminate the contract upon seven day's written notice.
- T. EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER: Bidders are directed to review Appendix F. Section 3 – The BHA requires its Contractors to adhere to the Section 3 requirements and provide appropriate documentation. In compliance with Section 3 of the HUD Act of 1968, Brockton Housing Authority, Section 8 Voucher holders and other low or very low income Brockton residents are encouraged to apply and may receive a preference.

II. Purchase Description / Scope of Services:

- A. Perform HVAC Repairs, preventive maintenance, a total value not to exceed \$150,000, during the duration of the contract that cannot be performed by current staff. Any one job that exceeds \$50,000 will be bid separately in accordance with M.G.L. c.30B in the usual and customary manner.
- B. Work will be assigned on an “as needed” / emergency basis to the responsible and responsive vendor able to perform the required work at the time of the request.
- C. The contract term is three (3) years from the date of Board award. All bid prices must remain firm throughout the contract term.

III. Qualification Requirements:

- A. Bidder must furnish appropriate Massachusetts state professional license, firm certification, and OSHA 10 certification.

- B. Bidder must furnish evidence that the company/individual has been in business at least five (5) years. Such evidence may be a letter from a bank or financial auditor.
- C. Meet the insurance requirements noted in Item VIII, J below.
- D. Successful Contractor must acknowledge a call for service by phone within forty-five (45) minutes of notification. On site response to an emergency situation call for service must be within 1 hour. On site response to a non-emergency call for service must be within four (4) hours.

IV. References: Complete Appendix C with the following information.

- A. Submit a listing of ongoing projects and projects completed in the last three (3) years.
- B. Financial References demonstrate a stable and secure financial position. The successful Bidder must include a business information report or business profile from a credit reporting agency dated no earlier than sixty (60) days prior to bid submission date.
- C. The Bidder shall disclose any current or pending litigation regarding similar projects.

V. Rule for Award: The contract will be awarded to two (2) responsive and responsible bidders that meet the qualifications set for in the IFB. In determining the lowest bids a weighted formula will be applied to the hourly and supply markup categories listed on the Bid Form. These categories and weights are as follows: Hourly Rate: 30pts / Overtime Hourly Rate: 30pts / Weekend Hourly Rate: 10 pts / Holiday Hourly Rate: 10pts / Supply/Markup percentage: 20pts

VI. Bid Pricing Sheet: See Appendix A.

VII. Non Collusion Form and Tax Compliance Form: See Appendix B. **These forms must be signed and included in bid**

VIII. Additional Contract Terms & Conditions:

- A. The successful bidder shall comply with all applicable federal, state and local laws and regulations.
- B. Purchases made by the BHA are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.
- C. Verbal orders are not binding on the BHA or work done without a formal Purchase Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
- D. All words, signatures and figures submitted on the bid shall be in ink. Proposals, which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices, which contain abnormally high or low amounts for any item, shall be rejected as informal.
- E. Each invoice must contain the following information: Total Labor Charge (to include cost per hour and total hours) and the Cost of Materials. Any invoice submitted without this information will be immediately returned to the Contractor.

As a guide, a sample invoice is provided for your information:

Description	Part No	Unit of Measure	Unit Price	Quantity	Extended Price
Hourly Labor		HR	\$83.00	22	\$1826.00
Analyzer Fee		Each	\$85.00	1	\$85.00
MM #63 Gaskets		Each	\$8.79	3	\$26.37
MM #150 Gaskets		Each	\$6.80	3	\$20.40
Boiler Brushes		Each	\$15.68	1	\$15.68
Large Trash Bags		Each	\$14.14	1	\$14.14
5/8 x 12" Gauge Glasses		Each	\$5.66	2	\$11.32
All Other Materials		Each	\$18.96	1	\$18.96

- F. A Notice of Award will be mailed or furnished to the successful bidder or bidders within thirty (30) days of the bid opening. A BHA Contract will follow the written Notice of Award subsequent to fund availability and Board approval.

- G. A bid must be signed as follow: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.
- H. Warranties. All bidders must include with their bid or proposal a statement that all work is warranted for one (1) year on workmanship and they must supply manufacturer’s warranty on installed equipment that must be assigned to the BHA. Warranties are part of the evaluation criteria.
- I. Material Safety Data Sheets. Pursuant to M.G.L. Ch. 111F, sec. 8-10, any Contractor who receives a contract resulting from this Invitation to Bid agrees to submit a MSDS for each toxic or hazardous substance or mixture containing such substance when deliveries are made.
- J. Insurance: The Contractor shall purchase and maintain during the term of this agreement such insurance at least equal to the following requirements. This coverage shall apply to the Contractor directly and the work of any or all Subcontractor(s) he may employ, or anyone directly or indirectly employed for work under this Project. The Brockton Housing Authority must be listed as the Certificate Holder.

- a. Worker’s Compensation And Employer’s Liability Insurance: Coverage as required by the Worker’s Compensations laws of the Commonwealth of Massachusetts, M.G.L. Ch. 149, sec. 34A, including both statutory lines and Coverage B.

Worker’s Compensation

Coverage A	Statutory	
Coverage B	Each Accident	\$500,000
	Disease-Policy limit	\$500,000
	Disease-Each Employee	\$500,000

- b. Commercial General Liability Insurance: The Contractor shall provide coverage at least equal to the following minimum liability limits:

Coverage	Limits of Insurance
General Aggregate Limit: (Other than Products-Completed Operations)	\$1,000,000.00
Products-Completed Operations aggregate Limit	\$1,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$100,000.00
Medical Expense Limit (any one person)	\$5,000.00

- c. The Commercial General Liability Policy shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:
 - i. The Commercial General Liability Policy shall provide insurance for Bodily Injury, Personal Injury and property damage arising out of work performed by the contractor, his employees and subcontractors and anyone directly employed for work under this project.
 - ii. Coverage shall apply to premises and operations, independent contractors and products and completed operations and shall include Broad Form property damage; explosion, collapse and underground (XC&U) and Contractual Liability.
 - iii. The Contractor’s liability assumed under the Contract Terms; “hold harmless” or “indemnity agreement” line also known as Contractual Liability Insurance. This coverage must be explicitly stated on the Contractor’s Insurance Certificate.
 - iv. Coverage shall be extended to include protection against property damage caused by explosion (including blasting), and collapse of structures and damage to underground pipes and utilities; “XC&U” line.
 - v. Insurance certificates must name the Brockton HA as an additional insured.
- d. Automobile liability insurance: The Contractor shall provide the following minimum liability limits for all owned, non-owned and hired autos: Combined single limit for Bodily Injury and Property Damage: \$1,000,000.00. Insurance certificates must name the Brockton HA as an additional insured.

- e. General Requirements for All Lines of Insurance to be Furnished

- i. All policies shall be written so the BHA shall be notified of cancellation or addition of “restrictive amendments” by Registered Mail or by Facsimile not later than 30 days prior to the effective date of such cancellation or amendments.
 - ii. If the initial policy/policies expire prior to the completion of the work, renewal certifications shall be promptly filed with the BHA for extension of said coverage. The full cost of renewing such coverage for additional amounts of time shall be the full responsibility of the Contractor.
 - iii. The Contractor shall require that each subcontractor procure and maintain, until the completion of that subcontractor’s work, insurance of the types and to the limits set forth in the above sections. All such coverage by subcontractors shall be in favor of the Contractor, and the BHA shall be held harmless from liability in all such policies. Use of subcontractor(s) may be subject to the prior approval of the BHA as described more fully in applicable contract terms and conditions.
 - iv. The General Contractor is responsible for Safety of the Work Site.
 - v. The General Contractor indemnifies and holds the Brockton HA harmless for any injuries occurring on the work site.
- f. Excess Umbrella Liability Insurance: The Contractor shall purchase and maintain Umbrella liability insurance with limits at least equal to \$500,000 per occurrence. Insurance certificates must name the Brockton HA as an additional insured.

Excess Umbrella Liability	
Combined single limit	\$500,000
General aggregate	\$500,000

**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.**

Bidder's Checklist

Not Required to be submitted

The following required documents have been completed and are submitted herewith.

- Representations and Certifications and Other Statements of Bidders (required HUD Form 5369-A)
- Appendix A: Bid Pricing Sheet (Required)
 - Addenda(s) Acknowledgement (Required)
- Appendix B: Certification (required)
 - (Certificate of Non-Collusion & Tax Compliance)
 - (Corporate Certificate (required if a corporation))
- Appendix C: References (required and shall include a letter from Bank or Accountant stating bidder has been in business for 5 years)
- Appendix D: Company Profile (required)
- Appendix E: Supplemental Conditions Section 3 (if awarded)
- Appendix F: Payment Bond (if awarded)

All bids shall be mailed/delivered on the date and time specified herein; and shall be delivered in a sealed envelope clearly marked IFB2024-007 “HVAC Maintenance and Repairs” to the Maintenance Department at Brockton Housing Authority, 45 Goddard Road, Brockton, MA 02301 and Attention: Vincent DeChristopher (Director of Facilities)

NOTE WELL: Bidders are cautioned to be sure their bids are submitted complete and with all required attachments. Failure to submit any required document with the bid will be grounds for rejection of the bid without further review.

Appendix A
IFB2024.007
Bid Pricing Sheet

Note Well: Wages cannot be below the Prevailing Wage Rates posted in Appendix D

Category	Rate
Normal Hourly Rate	\$ _____
Overtime Hourly Rate	\$ _____
Weekend Hourly Rate	\$ _____
Holiday Hourly Rate	\$ _____
Supply/Parts Mark Up	_____ %

****ADDENDAUMS: This IFB includes addenda(s) numbered _____, _____, _____, _____, _____.**

By signing and submitting this page, you are indicating that your company is licensed and capable of performing the required work. In addition, you are stipulating that your company is available to perform on a 365/24/7 emergency basis.

General Bidder _____

Address _____

Signature of Company Official _____

Printed Name of Company Official _____

Title of Company Official _____

Work Phone number _____

Cell Phone number _____

E-Mail _____

Date _____

**Appendix B
IFB2024.007**

Certifications

I. 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 or individuals.

Signature of individual submitting bid or proposal

Name of Business

II. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 62C, Sec. 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 individual submitting bid or proposal

Name of Business

III DEBARMENT AFFIDAVIT

DEBARMENT AFFIDAVIT:

The undersigned hereby submits his bid and certifies under penalties of perjury that the undersigned is not presently debarred from doing public construction in the Commonwealth of Massachusetts or under Federal debarment under the provisions of Chapter 29, Section 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated there under.

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

Signature of individual submitting bid or proposal

Name of Business

This Form Must Be Included with Bid Form Appendix A.

Appendix D
IFB2024.007

Company Profile

- List the principal business of this firm and its principal specialization.

- Name of firm, type of organization (Proprietorship, Partnership, Corporation, etc.), address, year established, and location of principal office.

- Name, title, and telephone number of a principal to contact.

- Email Address to Forward Purchase Orders: _____.
- List the average number of full time personnel employed throughout the preceding 6 month period in your firm's local office including the number of personnel capable of performing the type of specific repairs noted in this Bid.

- Your company's experience best illustrating current qualifications for this type of work including the number of employees who may be assigned and their qualifications and pertinent registrations. _____
- The number of years your company has been in business at the current address and its proximity to Brockton (respondents should be no more than one hour maximum travel time to Brockton).

- Your company's current contracted workload and its ability to perform on a 365/24/7 emergency basis. _____

- The names of specific manufacturers whose products and equipment your company is authorized to repair and for which you may execute warranty fixes.
-

Appendix E:
Supplemental Conditions Section 3 (if awarded)

Compliance of Section 3

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

Section 3 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.

Section 3 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, BHA, 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 of Business _____

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

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

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 _____

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

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

I do not anticipate any new employees on this contract.

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>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Initial here to select this option _____</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>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Initial here to select this option _____</p>	<p>3. I complied with Section 3 by subcontracting 25% of the total dollar award to a qualified Section 3 Business. List the Contracts and HUD Funded Entity and Contact:</p> <p>_____</p> <p>_____</p> <p>_____</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>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Initial here to select this option _____</p>	<p>5. I completed HUD Section 3 covered contracts in the past three years but was not required to meet compliance. Check the box of the corresponding reason below.</p> <p><input type="checkbox"/> 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><input type="checkbox"/> I did not trigger the regulation by hiring any contractors on my previous contract(s) in violation of the Section 3 regulation.</p>	

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

Purpose: To ensure that regulations promulgated under 24 CFR Part 135 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

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 of _____, 20____, 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:

Appendix F:
Payment Bond (If awarded)

Massachusetts Prevailing Wages

The wage schedules for this IFB are attached. These wages prevail through the duration of the contract and any yearly adjustments must be paid to employees.

**BROCKTON HOUSING AUTHORITY
ARTICLES OF AGREEMENT**

**HVAC Repairs
IFB2024.007**

(For information only. The Brockton HA will complete this contract at time of award)

This agreement is made and entered into this _____ day of _____, 2024 by and between the BROCKTON HOUSING AUTHORITY (“the BHA”), a municipal corporation and existing under the laws of the Commonwealth of Massachusetts, and _____ a corporation duly organized and existing under the laws of the Commonwealth/State of _____ or as a D/B/A duly registered at: _____ (“The CONTRACTOR”).

ARTICLE I. DEFINITION. “THIS CONTRACT” as used herein shall mean that these Articles of Agreement and “the bid documents,” which include without limitation, the instructions to bidders, the CONTRACTOR’s bid or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the CONTRACTOR’s bid or proposal.

ARTICLE II. DURATION. The duration of this contract is three years from the date of contract noted above. The Contractor shall commence the performance of THIS CONTRACT on or as soon thereafter as this agreement is fully executed and end on within thirty days of date of order.

ARTICLE III. TERMS. The CONTRACTOR agrees to furnish services and deliver materials, supplies or equipment to Brockton, MA (delivery point) all in accordance with the bid documents of _____, 2024 (bid opening date).

CONTRACT VALUE: Not to exceed \$150,000 U.S. Dollars during the duration of the contract.

ARTICLE IV. PAYMENT. The BHA agrees to pay to the CONTRACTOR the hourly rates set forth in the CONTRACTOR’s bid.

ARTICLE V. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the CONTRACTOR’s reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the CONTRACTOR’s reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the BHA, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the BHA as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the CONTRACTOR’s reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

The BHA may terminate THIS CONTRACT at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination, the CONTRACTOR shall cease to incur additional expenses in connection with THIS CONTRACT. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the BHA. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE VI. DAMAGES. From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the BHA may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the BHA as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

ARTICLE VII. CONFLICT. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these Articles.

ARTICLE VIII. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to: the availability of funds, all the laws of the Commonwealth of Massachusetts and the ordinances of the BHA, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof.

ARTICLE IX. PAYMENT BOND: The Contractor must furnish the BHA a Payment Bond for fifteen thousand \$(15,000) dollars.

ARTICLE X. FOREIGN CORPORATIONS: CONTRACTORS and subcontractors that are incorporated outside of Massachusetts must certify compliance with certain corporation laws and submit to the BHA a certificate of the state secretary stating that the corporation has complied with requirements and the date of compliance, and further has filed all annual reports required.

ARTICLE XI. FINANCIAL REPORTING: The CONTRACTOR will maintain certain financial records and make them available for inspection by certain state agencies and file periodic financial reports.

ARTICLE XII. TAX COMPLIANCE: The CONTRACTOR must certify in writing that they complied with all state laws relating to taxes, reporting of employees and contractors and child support.

ARTICLE XIII. EMPLOYMENT: The CONTRACTOR must comply with the provisions relating to wages and employment conditions including, but not limited to, the payment of prevailing wages rates as set by the Department of Labor and Workforce Development and workers' compensation coverage.

ARTICLE XIV. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The BHA may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XV. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract or transfer any interest in THIS CONTRACT without prior written consent of the BHA. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seal the day first above written.

Approved as to Form:

Thomas G. Thibeault
Executive Director

Witness

Date

FOR THE CONTRACTOR:

By: _____