



**REQUEST FOR PROPOSALS
QHA JOB #2012-05**

for

**COMPUTER TRAINING AND JOB READINESS,
LIFE ENRICHMENT and
STAFF TRAINING**

QUINCY HOUSING AUTHORITY
80 Clay Street
Quincy, MA 02170

Joseph A. MacRitchie, Executive Director
Robert Quinn, Assistant Director

John R. Menz, Jr., Chairman
Thomas Lynn
James P. MacDonald
Mary Ann Morris
Rosemary Wahlberg

Dated: February 14, 2012

**QUINCY HOUSING AUTHORITY
REQUEST FOR PROPOSALS
QHA Job #2012-05
COMPUTER TRAINING FOR JOB READINESS,
LIFE ENRICHMENT AND
STAFF TRAINING**

Proposals for furnishing the Quincy Housing Authority with staff to instruct housing authority residents and employees at our on-site computer lab shall be received by the Quincy Housing Authority, 80 Clay Street, Quincy, MA 02170, Attention: Kathleen Healy, Administrative Assistant, until **one p.m. on Tuesday, March 13, 2012**. The Proposer shall submit five (5) copies of its proposal. The Quincy Housing Authority may conduct interviews on Tuesday, March 20, 2012.

QHA's training center's mission is to offer computer training and job readiness to QHA's low income residents, including an after school program, enrichment classes for our elderly and disabled residents as well as staff training.

Should the Quincy Housing Authority be closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the proposal deadline will be extended until twelve noon of the next following business day.

The Quincy Housing Authority reserves the right to reject any and all proposals and to accept the proposal it deems to be in the best interests of the Quincy Housing Authority. The Authority will notify the successful Proposer of the award of the Contract, if any, within **thirty (30)** days following the deadline for receipt of proposals.

The Quincy Housing Authority is an Equal Opportunity/Affirmative Action Employer, including Minority and Woman Business Enterprises.

Joseph A. MacRitchie
Executive Director

INTRODUCTION

Since 1996 the Quincy Housing Authority has run an on-site computer training program with the purpose of enhancing the quality of life of our low income residents by improving their employability and job skills. In 1999 the program evolved from a simple computer training program into a computer training and job readiness program whereby the classroom instructor also assists residents in resume writing, job search, completion of job applications, interview skills and referrals to other agencies for support services such as transitional assistance, clothing, and day care arrangements. The program further evolved in 2008 to offer computer skills to enrich the lives of QHA's Elderly/ Disabled population and to offer enhanced training to QHA staff QHA is considering adding an after school program.

INSTRUCTIONS TO PROPOSERS

1. **Proposal Forms**

- a. All proposals shall be submitted on 8.5" X 11" paper in two envelopes, clearly marked on the exterior "QHA Job #2810- COMPUTER TRAINING FOR JOB READINESS PROGRAM, LIFE ENRICHMENT CLASSES AND STAFF TRAINING - Narrative Proposal", and a second clearly marked on the exterior with: "QHA Job #2012-05 - COMPUTER TRAINING FOR JOB READINESS PROGRAM, LIFE ENRICHMENT CLASSES AND STAFF TRAINING PROGRAM - Cost Proposal".
- b. The narrative proposal envelope will contain all narrative proposal information, qualifications of project principals, anti-collusion and anti-fraud certificates, reference list and all other proposal information except cost information.
- c. All cost proposal forms will be submitted in the second sealed "Cost Proposal" envelope. The cost proposal form must be signed in ink by an authorized official of the proposer.
- d. Proposer may correct, modify or withdraw a Proposal by written notice received by the Quincy Housing Authority prior to the time and date set as the deadline for submission of proposals.
- e. Both proposal envelopes shall be enclosed in a single envelope for mailing or delivery purposes. Please mark the envelope "QHA Job #2012-05 - Proposal Documents Enclosed – Attn: Kathleen Healy".
- f. The proposal shall be organized to respond to each evaluation criteria.

2. **Minimum Evaluation Criteria**

- a. Cost - this is used to determine the monetary obligation to the Vendor awarded the Contract. Cost will be evaluated separately after other evaluation criteria. The Quincy Housing Authority reserves the right to

- reject any and all proposals and to accept the proposal it deems to be in the best interests of the Quincy Housing Authority.
- b. Submission of satisfactory evidence that the Proposer's project principal(s) have been in the business of providing the services required by this contract for a minimum of three years.
 - d. Submission of a resume showing work history, education, professional skills, abilities and qualifications of principal(s) and every other person who is proposed to perform administrative and teaching services on this contract. If proposer does not have an existing employee who will be assigned to this program, should the proposer be successful, they shall submit the resume of a current employee who is serving as an instructor in a similar environment. The hiring of all direct service employees shall be subject to QHA approval.
 - e. Submission of at least (2) two favorable references from other agencies which have been provided similar services by the vendor. (Describe services provided and include contact person and telephone number.)
 - f. Submission of the following completed forms is **required**:
 - A. Anti-Collusion and Anti-Fraud Certificate
 - B. Tax Compliance Certification
 - C. Statement of Qualifications
 - F. Certifications, Representations, and Other Statements of Offerors, Non-Construction HUD 5369C
 - G. Certification of Compliance with Executive Order 481
 - H. Reference Form
 - L. Contractor Certification of Employee Conduct
Any MBE, SOMWBA or Section 3 Certifications.

3. **Comparative Evaluation Criteria**

All proposals meeting the above minimum criteria will be comparatively evaluated on the basis of the following criteria and deemed non-advantageous, advantageous or highly advantageous. Those proposals not meeting the minimum criteria will be deemed unacceptable.

A. **Plan of Services**: The Proposer shall submit a detailed Plan of Services, not more than ten pages long, which accomplishes the tasks described below, setting forth who is proposed to perform each task and his or her qualifications to do so. A final Plan of Services will be negotiated with the successful Proposer and will be incorporated in the Contract.

Construction of a Training Curriculum - General Requirements

The Authority will provide thirteen computers, two laser printers, a fax and a copier in the training room with Internet access located at 26 Figurehead Lane, Quincy MA 02169. The vendor will construct curriculum for:

- 1) **Computer Training and Job Readiness Program.** Vendor will provide qualified on-site staff to train tenants in keyboarding, Windows, Microsoft Office and Quickbooks, basic functioning of electronic mail, Internet usage, accessing employment opportunities and career development, including, referral, cover letter and resume writing, and follow-up strategies. Additionally, vendor will provide training in the proper use of office equipment. The vendor will: conduct outreach; provide aggressive assistance with job placement; provide a support service component to aid students in addressing quality of life issues essential to maintaining employment. The class attendees may be at various levels of skills, therefore individual instruction will be required. The instructor shall be available to participants for no less than 30 hours per week.

The program has historically consisted of classroom instruction from 9 a.m. to 2 p.m. on Monday, Wednesday, Thursday and Friday and from 9 a.m. to 11 a.m. on Tuesdays, excluding holidays as defined in Attachment M. Any proposed schedule should include a minimum of twenty-two hours per week of availability of the instructor for structured learning, job readiness and lab assistance. The shorter Tuesday schedule is reflective of the fact that Tuesdays are an early release day for Kindergarten through Fifth Grade in the Quincy Public Schools.

The vendor will create marketing materials, assist in coordination of community sessions that are offered during class hours and referral to other QHA programs as appropriate.

- 2) **Computer Training - Life Enrichment**

Vendor will provide QHA's Elderly/Disabled residents with basic internet skills, computer and internet safety, e-mail and instruction in basic text document preparation, preferably on Tuesday afternoons. Coordinate with outside vendors to offer seminars on topics that will assist our elderly/disabled residents in improving their quality of life, for example: Staying Healthy, Understanding Available Benefits, Consumer Credit workshops. These seminars will be offered on a first come first served basis. A minimum of 200 hours per year of classroom time/seminars will be provided.

3) After School Program (Add Alternate)

Vendor will provide an after school program with a maximum enrollment of twelve (12) participants on Monday, Wednesday, Thursday and Friday. The purpose of this program would be to assist the participants in completing their homework assignments with appropriate usage of the classroom facilities.

4) Staff Training

Proposer shall set forth a Plan of Services to train QHA employees on the level of Windows installed on QHA's terminal server. The current version is Windows XP, MS Office 2003: MS Word, MS Excel, MS PowerPoint, MS Access, MS Outlook, and Internet usage. QHA anticipates upgrading to Office 2010 within the next year. There shall be a minimum of twelve three and a half hour sessions offered to employees per year. The skill level of attendees will vary, therefore group and individual instruction will be required.

Specific Requirements for Computer Training and Job Readiness Program

- 1) Any proposed schedule should include a minimum of thirty hours per week of availability of the instructor for structured learning, job readiness and lab assistance. Program hours may be adjusted as appropriate to adapt to resident needs by the Authority's Support Service Director. The program has historically consisted of a day program, Monday through Friday from 9:00 a.m. to 2:00 p.m., with the exception of Tuesday when the hours were 9:00 a.m. to 11:00 a.m. and holidays.

Should QHA chose to contract for the after school program the hours of operation of the computer training classroom would be 9:00 a.m. to 5:00 p.m. four days per week (Monday, Wednesday, Thursday and Friday).

- 2) All training must be conducted on-site at the Quincy Housing Authority, 26 Figurehead Lane, Quincy MA 02169, in the computer classroom. Offsite job development activities may occur (i.e. Job Fairs, etc.) with the approval of the Support Services Director
- 3) Provide qualified staff to instruct a maximum of thirteen (13) trainees in each 10 week session in Windows and Microsoft Office, basic functioning of electronic mail, and Internet usage as a resource, to a level where graduates will have skills and proficiency sufficient for job market.
- 4) Provide qualified staff to instruct a maximum of thirteen (13) trainees in Quickbooks. Proposer shall suggest an appropriate length of time for this class. The scheduling of this class shall conform to the needs of QHA

tenants which shall be determined by listing time preferences on an enrollment application, i.e. if there are thirteen tenants who express an interest in this class and more than five prefer an evening class due to current employment, then the class will be held at night. In the event that an evening is held, compensating adjustments day program will be made. The Approval of QHA's Executive Director must be obtained before scheduling this as an evening class.

- 5) Provide qualified staff to instruct trainees in resume writing with cover letter and thank-you letter, job development skills and workplace socialization. Training in these areas must be sufficient to enable graduates of the program to obtain and maintain permanent job placement.
- 6) Assistance with job placement must be provided to the best extent possible. The standard used to evaluate the effectiveness of the Computer Training and Job Readiness portion of the program will be as follows:
 - 80% accomplishment rate:
 - 40% job placement
 - 25% enhanced employment
 - 10% Referred to Special Services (i.e.: MA Rehab Commission, South Shore Mental Health, Operation Able, etc.)
 - 5% Referred and enrolled to higher education
- 7) Provide QHA Director of Support Services with attendance records and weekly reviews and/or comments regarding each trainee. The report format and specific subject matter is to be determined by the Director of Support Services.
- 8) All vendor staff must be approved by the Quincy Housing Authority. Staff may not be substituted without the written consent of the Director of Support Services, upon submission of such information as the Director may require, including a resume and references regarding such substitute.
- 9) Employment progress reports for participants in the Computer Training and Job Readiness portion of the program shall be maintained by the Vendor for each student during each individual's attendance at the computer school throughout the term of the contract. Such reports shall contain, at a minimum, the number of job referrals made for such student, the number of jobs for which s/he applied, the number of offers of employment received, employment obtained and duration of such employment. Support and follow up shall be provided to graduates during

this time period. Such reports shall be submitted to the Director of Support Services at such intervals as the Director shall require.

- 10) Training shall be limited to QHA tenants (conventional or leased housing) or tenants of other Local Housing Authorities at the discretion of the Director of Support Services.
- 11) Development and maintenance of a training brochure and other marketing materials (i.e.: fliers, post cards, business cards, etc.) targeted to the demographics of Quincy Housing Authority tenants, including but not limited to coordination of design and mailing with Director of Support Services.
- 12) Vendor will provide the installation of software and hardware modifications, minor repairs to the server, the local network, and the computer lab equipment as needed. Quincy Housing Authority expects that these services will be compensated on an "in kind" basis.

The Plan of Services, which addresses all of the required tasks and is written in a clear and understandable style, shall be deemed "advantageous." A Plan which, in addition, demonstrates a method of accomplishing tasks which enhances the likelihood of continued employment for graduates shall be deemed "highly advantageous." A Plan of Services which fails to address all of the required tasks will be deemed "non-advantageous".

B. The Vendor must demonstrate in its proposal submission that it has the ability to carry through with computer training curriculum that meets the standards set forth above. Responses to the comparative evaluation criteria shall include submission of references, submission of existing brochures, information regarding prior programs conducted by the Vendor, submission of resumes of individuals who will undertake the administration and instruction of the training of students and demonstration of various certifications of trainer proficiency, including any Microsoft Certifications. (If this information is already submitted pursuant to minimum criteria #2(d), the Proposer shall direct the Authority's attention to such information in response to this comparative evaluation criteria.) If the proposer does not have an existing employee who will be assigned to this program should the proposer be successful, they may submit the resume of a current employee who is serving as an instructor in a similar environment. The hiring of all direct service employees shall be subject to QHA approval. A proposal which demonstrates such ability shall be deemed "advantageous." A Plan which, in addition, demonstrates the ability to collaborate within the community and build networks which will be beneficial to the program and its students shall be deemed "highly advantageous." A proposal which fails to demonstrate such ability shall be deemed "non-advantageous".

C. The proposal whose project principal(s) (together with any person who is proposed to perform services on this contract) have demonstrated more than five years

of performing the services set forth in this RFP shall be deemed "advantageous." The proposal whose project principal(s) (together with any person who is proposed to perform services on this contract) have more than five years of performing the services set forth in this RFP and have demonstrated such experience plus specialized knowledge and experience with regard to the training of lower-income persons shall be deemed "highly advantageous." (The Proposer is directed to supply information related to this evaluation criteria.) A vendor who does not demonstrate that its proposed instructor or current instructors at other facilities display at least two years of experience in job placement will be deemed "non-advantageous"

C. The proposal whose project principal(s) (together with any person who has run a successful after school program as set forth in this RFP shall be deemed "advantageous." The proposal whose project principal(s) (together with any person who is proposed to perform services on this contract) have run more than one successful after school program shall be deemed "highly advantageous." (The Proposer is directed to supply information related to this evaluation criteria.) A vendor who does not demonstrate that its proposed instructor or current instructors who have experience with an after school program will be deemed "non-advantageous" in that category.

D. The proposer should include samples of text books, training manuals, and other printed or electronic curriculum support materials that will be utilized. Proposers not submitting these materials will be deemed "non-advantageous"; a proposer submitting these materials will be deemed "advantageous"; a proposer who submits these basic instructional materials and includes new and innovative teaching instruments that have the likelihood of improving the educational result will be deemed "highly advantageous".

E. The proposer who fails to demonstrate in its submission that it has the ability to meet the standards of all three components of the RFP (Job Readiness, Life Enrichment and Staff Training) will be deemed "non-advantageous". The proposer that demonstrates in its submission that it has the ability to meet the standards of all three components of the RFP shall be deemed "advantageous". The Proposer that demonstrates in its submission through prior performance that it has the ability to meet or exceed the placement criteria in the Job Readiness portion of the RFP will be considered "highly advantageous".

F. A Plan of Services that proposes a Life Enrichment program that is seasonal in nature will be deemed "non-advantageous". A Plan of Services that proposes a monthly Life Enrichment program will be deemed "advantageous". A Plan of Services that proposes a weekly Life Enrichment program will be deemed "highly advantageous".

E. If the Proposer is a minority-owned or women-owned business enterprise or a Section 3 business concern, as defined in Section 3 of the Housing and Urban Development Act of 1968, as amended, the proposal will be given a rating of "highly advantageous." Documentation of such status shall be submitted by the Proposer.

F. A proposer acknowledging the HUD mandate to conform to Section 3 regulations, should staff hiring become necessary, shall be given a rating of “advantageous.” A proposer presenting an employment action plan to meet these requirements, should staff hiring become necessary, shall be given a rating of “highly advantageous.” A proposer who fails to acknowledge the Section 3 regulations shall be deemed “non-advantageous”.

G. By undertaking this contract, Contractor certifies to the QHA that the inspectors and any persons entering residents’ apartments and/or cellars have not been convicted of any crimes against persons or property and/or other criminal acts that would adversely affect the health, safety or welfare of residents. This shall be confirmed by the Contractor obtaining a CORI Report on any and all of its employees that will be conducting inspections. Contractors shall be responsible for the actions of its inspectors and other personnel performing services on this contract and shall indemnify the QHA in the event any claims should arise from the acts or omissions of such inspectors or personnel. The Contractor shall execute and submit a Contractor Certification of Employee Conduct.

4. **Method of Payment/Price Proposals**

The contract will be for a firm annual cost for one year as set forth on the Cost Proposal form. The Quincy Housing Authority may, at its sole option, extend the contract for up to two individual 1 year terms, or one 2 year term. The contractor may bill QHA on a monthly basis for one-twelfth of the annual contract amount. The contractor shall include with the invoice a list of all attendees which shall include whether the attendee is a state or federal resident and whether they are housed in a family or elderly/disabled development.

The contractor will be responsible for all other costs associated with said computer school and shall not receive additional reimbursement for such items as training books, mileage allowance, gasoline, postage, with the exception of the cost of QHA approved mailing brochures, or other expenses. The Contractor, including its employees, agents, and staff, will be an independent contractor and not an employee or agent of the Authority for any purpose whatsoever, including withholding taxes, unemployment or workman's compensation, health insurance, retirement benefits, vacation or sick leave.

The Authority may terminate this contract by notice to the Vendor at any time that the Authority, in its discretion, deems that the Vendor's services are in any way unsatisfactory or that the Authority no longer is desirous of continuing with the training program covered by this contract for any reason, including, but not limited to, insufficient enrollment and/or budgetary reasons.

The project director for the contract should be identified as such. It is expected that this person will direct all facets of the project and be available as a point-of-contact with the Authority. The Authority shall have the right to approve each person who is proposed to

perform services on this contract. If the Proposer desires to replace persons who have been identified as those who will perform work on the contract, it shall be done only with the Quincy Housing Authority written approval.

5. Scope of Services

The services to be provided will be as set forth in the Proposer's Plan of Services and as such the final Plan of Services shall be negotiated with the Authority pursuant to M.G.L. c. 30B. The final scope of services shall be defined in a contract to be executed with the successful Proposer based on the negotiated Plan of Services and price. The time for completion shall be as set forth in the negotiated Plan of Services.

GENERAL CONDITIONS

1. General - It is the intent of these Contract Documents to provide a uniform basis for selecting a Contractor to provide the services as outlined in the Request for Proposal. The Awarding Authority, however, reserves the right to cancel the Contract at any time without cause upon written notice to the consultant.

2. HUD Contract Terms - If the contract is funded with U.S. Dept. of Housing and Urban Development (HUD) funds, contract provision forms required by said agency are attached hereto and incorporated by reference. If attached to this RFP, the Proposer shall complete and sign the form entitled "Representations, Certifications, and Other Statements of Offerors (Non-Construction Contracts) Public and Indian Housing Programs".

3. Insurance - Firms submitting bids must furnish the Authority with evidence showing that the following insurance is in force and will cover all operations of the contract. This insurance shall be provided at the contractor's expense and shall be in full force and effect for the full term of the Contract. All policies shall be issued by companies authorized to write that type of insurance under the laws of this Commonwealth of Massachusetts.

A. COMMERCIAL GENERAL LIABILITY AND VEHICLE LIABILITY:

Provide the following minimum coverage with respect to the operations of the Vendor and any employee of vendor, including coverage for owned, non-owned, and hired vehicles:

Bodily Injury and	\$500,000 each person
Property Damage	\$500,000 each accident

B. WORKER'S COMPENSATION:

Provide the following coverage in accordance with M.G.L. c. 149 §34A and c. 152 as amended:

Worker's compensation Coverage A	Provide Statutory Minimum
Employer's Liability Coverage B	\$500,000 each accident \$500,000 disease per Employee \$500,000 disease policy

C. OWNER AS ADDITIONAL INSURED:

QHA shall be named as additional insured on the Contractor's commercial General Liability Policy.

D. CERTIFICATES OF INSURANCE, POLICIES:

Certificates of insurance, acceptable to QHA, shall be submitted to QHA simultaneously with the execution of the Contract. The Contractor shall file one certified copy of all policies with QHA within thirty days after the Contract award.

E. CANCELLATION:

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and QHA at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

4. Emergency Clause

The Vendor shall not be liable for delays or failures due to causes beyond its reasonable control including: acts of God, war, fires, strikes, embargo, fault of the Authority, etc., PROVIDED THAT, within five (5) days after such occurrence, the vendor gives written explanation for the cause to the Director of Support Services. Said Director will then ascertain the facts and extent of the delay and/or failure. Her/his findings of the facts thereon shall be final and conclusive.

5. Indemnification

The Vendor shall indemnify, defend and save harmless the Quincy Housing Authority and all its officers, agents and employees against all suits, claims of liability of every nature and name, for or on account of all injuries to persons or damage to property arising out of negligence of the Contractor in the performance of the work covered by this Agreement, and/or failure to comply with the terms and conditions of this

Agreement, whether by itself or its employees or subcontractors, or other agents including reasonable attorney fees.

6. Payment

The Contractor shall invoice the Authority on a monthly basis for one twelfth of the annual contract amount.

7. Contract Form

The attached contract (Appendix I) will become the contract of the Authority with the vendor as well as the provisions of the Request for Proposals.

8. Development of Materials

All reports and materials prepared by the vendor specifically in performance of the contract shall become the property of QHA and shall be delivered to QHA as needed or upon completion of project.

9. Notification of Corporate Vote

Where the estimated dollar amount of the contract over a twelve month period exceeds \$10,000 and where the bidder is a corporation, the bidder must include with the bid a corporate vote authorizing the person who signs the bid to do so (Appendix D).

COMPUTER TRAINING AND JOB READINESS,
LIFE ENRICHMENT and STAFF TRAINING

CONTRACT NO. 2012-05

In accordance with the Quincy Housing Authority's Request for Proposals for Computer Training and Job Readiness Program, we submit our proposed fee for such services.

Acknowledge Addenda Number: _____

Amount: Year 1 _____ dollars (\$ _____)
written dollar amount

Year 1 _____ dollars (\$ _____)
(after school) written dollar amount

YEAR 1 TOTAL \$ _____

Year 2 _____ dollars (\$ _____)
written dollar amount

Year 2 _____ dollars (\$ _____)
(after school) written dollar amount

YEAR 2 TOTAL \$ _____

Year 3 _____ dollars (\$ _____)
written dollar amount

Year 3 _____ dollars (\$ _____)
(after school) written dollar amount

YEAR 3 TOTAL \$ _____

Proposer: _____

BY: _____
Signature of Authorized Officer Date

Printed Name and Title

This form must be signed in ink

APPENDICES

- A.** Anti-Collusion and Anti-Fraud Certificate
- B.** Tax Compliance Certification
- C.** Statement of Qualifications
- D.** General Contract Conditions Non-Construction HUD 5370C1
- E.** Instructions to Offerors Non-Construction HUD 5369B
- F.** Certifications, Representations, and Other Statements of Offerors, Non-Construction HUD 5369C
- G.** Certification of Compliance with Executive Order 481
- H.** Reference Form
- I.** Form of Contract
- J.** Table 5-1 Mandatory Contract Clauses for Small Purchases other than Construction
- K.** Section 3 Policy
- L.** Contractor Certification of Employee Conduct
- M.** QHA Holiday Schedule

QUINCY HOUSING AUTHORITY

Computer Training and Job Readiness,
Life Enrichment and Staff Training

CONTRACT NO. 2012-05

ANTI-COLLUSION AND ANTI-FRAUD CERTIFICATE

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 Authority official or employee or agent, either directly or indirectly. The Contractor declares that, as of the date of this Proposal, no Authority official, either directly or indirectly, has a financial interest in this proposal, and furthermore, the Contractor pledges that it shall notify the Authority in writing should any Authority official acquire, either directly or indirectly, a financial interest in this Proposal. The Contractor further declares that, as of the date of the Proposal, neither it nor any person on its behalf, has given or donated or promised to give or donate, either directly or indirectly, to any Authority official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value, for aid or assistance in obtaining this Contract. The Contractor pledges that, in the future, neither it nor any person on its behalf, will give or donate or promise to give or donate, either directly or indirectly, to any Authority official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value, for aid or assistance in obtaining this Contract.

(Person signing bid or proposal)

(Name of business)

TAX COMPLIANCE CERTIFICATION

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

Signature of person submitting bid or proposal

Name of business

STATEMENT OF QUALIFICATIONS FORM

A. Name and address of Consultant:

B. _____ Corporation _____ Partnership _____ Sole Proprietorship

C. Name of President or Owners: _____

(Title)

D. Number of years in business: _____

E. Number of Employees: _____

F. Please list all individuals in the firm, number of years with the company, and tasks to be performed by each. Attach Resumes.

G. References:

COMPANY

CONTACT NAME AND PHONE NUMBER

_____	_____
_____	_____
_____	_____
_____	_____

H. Signature of individual preparing statement:

(Signature)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2010)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

- product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.
- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
 - (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) Prohibition.
 - (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (ii) The prohibition does not apply as follows:

-
- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

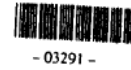
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor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

22. Procurement of Recovered Materials

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

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

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

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

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

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**Certifications and
Representations
of Offerors
Non-Construction Contract**

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

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:
(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
 - (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

CERTIFICATION OF COMPLIANCE WITH
EXECUTIVE ORDER 481
(Undocumented Workers)

WORKER DOCUMENTATION CERTIFICATION. In accordance with Executive Order 481 the undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Signature

Title

REFERENCE FORM

Proposer: _____

RFP Title: _____

Proposer must provide references for all contracts performed within the past two (2) years of similar size and scope to this contract.

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

**QUINCY HOUSING AUTHORITY
CONTRACT FORM**

THIS AGREEMENT, is hereby made the _____ day of _____, in the year _____ by and between:

(hereinafter called the “Contractor”) and the Quincy Housing Authority (hereinafter called the “Authority”).

The Quincy Housing Authority is an Equal Opportunity/Affirmative Action Employer, including Minority and Woman Business Enterprises.

WITNESSETH: that the Contractor and the Authority for the consideration hereinafter stated agree as follows:

ARTICLE 1 - SCOPE OF WORK

The Contractor shall furnish all the materials, perform all the work described in the Request for Proposal entitled Computer Training and Job Readiness, Life Enrichment and Staff Training, and shall do everything required by this Contract, the General Conditions of the Contract and the negotiated Plan of Services attached hereto.

ARTICLE 2 - CONTRACT SUM

The Authority shall pay the Contractor for the performance of all the obligations of this Contract, subject to additions and deductions provided therein, in current funds to be invoiced on a monthly basis for not more than the sum of \$ _____. Payment will be based upon services performed by _____ at the annual rate of _____.

The contractor shall include with the invoice a list of all attendees which shall include whether the attendee is a state or federal resident and whether they are housed in a family or elderly/disabled development.

ARTICLE 3 - CONTRACT DOCUMENTS

The Request for Proposals, together with the Plan of Services and this Contract form shall constitute the Agreement of the Authority with the Contractor.

ARTICLE 4 - INCORPORATION OF STATUTES BY REFERENCE

The statutes of the Commonwealth of Massachusetts and the U.S. Dept. of Housing and Urban Development in any way related to the provision of services, particularly with reference to labor, shall be strictly complied with by the Contractor, and it is understood that all such statutes are incorporated by reference in this Contract.

ARTICLE 5 - COMPLETION OF WORK

All provisions related to time of completion of the work are of essence of this Contract.

ARTICLE 6 - MEMBERS OF THE BOARD OF COMMISSIONERS

It is hereby expressly agreed that the members of the Board of Commissioners are not personally liable in any way under this Agreement or as to any representation pertaining to said Agreement.

ARTICLE 7 - HOLD HARMLESS CLAUSE

The Contractor shall indemnify, defend and save harmless the Authority and all its officers, agents and employees against all suits, claims of liability of every nature and name, for or on account of any injuries to persons or damage to property arising out of the negligence of the Contractor in the performance of the work covered by this Agreement, and/or failure to comply with the terms and conditions of this Agreement, whether by itself or its employees or subcontractors, or other agents, including reasonable attorneys fees.

ARTICLE 8 - DISCRIMINATION

In the performance of this Contract, contractor shall not permit discrimination against any person because of race, color, religious creed, age, sex, marital status, national origin, ancestry or physical disability in any manner prohibited by the laws of the United States or the Commonwealth of Massachusetts.

ARTICLE 9 - NON-COLLUSION

The Contractor declares that, as of the date of this Contract, no Authority official, either directly or indirectly, has a financial interest in this Contract, and furthermore, the Contractor pledges that it shall notify the Authority in writing should any Authority official acquire, either directly or indirectly, a financial interest in this Contract. The Contractor further declares that, as of the date of the Contract, it has not given or donated or promised to donate, either directly or indirectly, to any Authority official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value for aid to assistance in obtaining this Contract. The Contractor pledges that neither it nor any other officer, agent or employee of the Contractor shall give or donate or promise to give or donate, either directly or indirectly, to any Authority official or employee or any one else, for his/her benefit, any sum of money or other thing of value, for aid or assistance in obtaining any Contract with the Authority.

ARTICLE 10 - ASSIGNMENT

Neither the Authority nor the Contractor shall assign or transfer any interest in this Contract without the prior written consent of the other.

ARTICLE 11 - COMPLIANCE

The Contractor, prior to the issuance of the Contract, shall attest under the penalties of perjury that his or her firm is in compliance with all the laws of the Commonwealth of Massachusetts relating to taxes. This statement is required in accordance with MGL Chapter 62C, Section 49A. In order to expedite the proposal process, proposers may submit a certification contained herein along with their proposals.

Pursuant to MGL Chapter 52C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

IN WITNESS THEREOF, the parties hereto set their hands and seals.

Quincy Housing Authority by:

Date

Contractor:

Date

by _____

Social Security Number of Federal Identification Number

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

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

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

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

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

Operational Plan Summary:

The Quincy Housing Authority (QHA) is committed in assisting the residents of its housing developments and voucher participants to achieve self-sufficiency by providing opportunities for training and employment. The QHA provides employment opportunities on construction projects by encouraging its contractors to hire qualified residents of QHA housing, refers and connects residents to job training and placement opportunities, and provides coordination that facilitates these efforts. The QHA provides employment opportunities by hiring qualified residents of QHA public housing to fill available QHA positions.

- The QHA will formalize recruiting and hiring policies and practices that commit to a goal that allows at least 30% of the aggregate number of new hires each year at the QHA to be qualifying public housing residents.
- The QHA requires all contractors and subcontractors to commit to a goal to hire qualifying QHA residents for at least 30% of the new positions created as a result of contracts with QHA in the amount of \$25,000.00 or more.
- The QHA commits to a goal that at least 10% of the total dollar amount of contracts for construction, repair and rehabilitation be awarded to qualifying Section 3 business concerns and that at least 3% of the total dollar amount of all other QHA contracts are awarded to qualifying Section 3 business concerns.
- The QHA refers and informs the residents of public housing of available job training, education, and personal development programs in order to establish a potential qualifying list of job applicants. In order to assist residents in these efforts, the QHA will direct residents towards any additional support services required for participation.

Implementation:

The office of the Assistant Director is charged with the overall responsibility of Section 3 implementation and maintaining all pertinent information and records as required. To be effective and responsive in this endeavor this office works closely with the office/department of Administration, Modernization, Maintenance, Finance, Resident Services and the Harborview Resident Council.

In order to comply with the Section 3 mandate, the QHA undertakes activities such as:

- Overall outreach and recruitment to residents;
- Publicizing the availability of job opportunities;
- Providing information and referral to residents relevant to training and educational programs in order to promote job readiness;
- Making provisions in all contracts relevant to resident hiring;
- Maintaining lists of Section 3 business concerns and their specialties;
- Assisting Section 3 business concerns in areas as requested to make them eligible for participation with QHA activities.

CONTRACTOR CERTIFICATION OF
EMPLOYEE CONDUCT

By undertaking this contract, vendor certifies to the Authority that the instructors, and any persons entering residents' apartments and/or cellars have not been convicted of any crimes against persons or property and/or other criminal acts that would adversely affect the health, safety or welfare of residents. Contractors shall be responsible for the actions of its instructors and other personnel performing services on this contract and shall indemnify the Authority in the event any claims should arise from the acts or omissions of such instructors or personnel.

Name and Title

Date

Name of business

QUINCY HOUSING AUTHORITY

HOLIDAYS

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day (QHA Skeleton)
Good Friday (1/2 day)	Day before Christmas
Patriot's Day	Christmas Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before New Year's (QHA Skeleton)
Labor Day	