



**REQUEST FOR PROPOSAL
AUTHORITY JOB #2013-40**

for

**INFORMATION TECHNOLOGY
SERVICES**

QUINCY HOUSING AUTHORITY

**80 Clay Street
Quincy, MA 02170**

James E. Lydon, Executive Director

Mary Ann Morris, Chairperson
Leo J. Kelly
Thomas Lynn
Thomas McGrath
Rosemary Wahlberg

December 4, 2013

QUINCY HOUSING AUTHORITY RFP FOR IT SERVICES

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ADVERTISEMENT

Sealed proposals for furnishing the Quincy Housing Authority with IT Services at numerous locations throughout the city of Quincy for a period of one (1) year with the option of the Authority to renew for two additional one (1) year periods shall be received by the Quincy Housing Authority, Kathleen Healy, Director of Administration, 80 Clay Street, Quincy, MA 02170 until Friday, January 3, 2014 at 2:00 PM. All proposals shall be labeled "IT Services, QHA Job # 2013-40".

Requests for Proposals are available by contacting Kathleen Healy, Quincy Housing Authority, 80 Clay Street, Quincy, Massachusetts, 02170 (617) 984-0450 or by e-mail at khealy@quincyha.com. An electronic PDF version can be downloaded on the Quincy Housing Authority website at phanetwork.quincyha.com.

Questions must be sent in writing and can be sent by mail, fax or e-mail. Questions can be mailed to Quincy Housing Authority ATTN: Kathleen Healy, Director of Administration, 80 Clay Street, Quincy, MA 02170, faxed to the attention of Kathleen Healy at 617-770-2876, or e-mailed to khealy@quincyha.com. Questions must be received by the Quincy Housing Authority no later than December 20, 2013. Any response to questions will be made by December 27, 2013 and shall be provided to all firms that requested a proposal. Response to questions shall also be made available on the Quincy Housing Authority website.

Those submitting a proposal are responsible for ensuring timely delivery of the written proposal. Four (4) copies of technical proposals must be submitted, with at least one bearing original signatures. At least one original of the cost proposal must be submitted. No oral, electronic, telephonic, facsimile or other versions are acceptable. Late or otherwise deficient proposals may not be considered.

The Awarding Authority is the Quincy Housing Authority Board of Commissioners which 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 Board of Commissioners will notify the successful Proposer of the award of the Contract, if any, within sixty (60) 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.

Deborah Williamson
Chief Procurement Officer

I. GENERAL DESCRIPTION OF THE QUINCY HOUSING AUTHORITY

The Quincy Housing Authority's ("QHA") main office is located at 80 Clay Street, Quincy, Massachusetts. QHA has 1,560 public housing units, consisting of both state and federally assisted units. These units are located in 3 federally funded elderly high rise developments scattered throughout the city, and 1 federally funded family development located in the Germantown section of Quincy. There are 651 federally subsidized public housing units. The remaining 909 units are state subsidized public housing units. These units consist of 4 chapter 667 elderly developments consisting of 670 units, 39 Chapter 705 family units in three separate developments, and one large Chapter 200 development consisting of 400 family units in 100 buildings located in the Germantown section of Quincy. There is a Property Manager's office at each site location, and a Maintenance shop.

The Authority has 845 Section 8 Housing Choice Vouchers (HCV), and 100 Vouchers funded through the Mainstream/Designated Housing Program (DHP). Further, the Authority administers Housing Choice Vouchers for various authorities throughout the United States, and further, ports out vouchers for other authorities to administer for Quincy. At this time there are approximately 49 vouchers the QHA administers for other agencies, and 18 vouchers that other agencies administer for the QHA.

QHA manages 53 Enhanced vouchers, 8 Mod Rehab vouchers, and 57 Project Based Vouchers. QHA also manages a Section 8 Homeownership Program, and various other federal grants including ROSS and FSS. QHA also administers state subsidized voucher programs including the Massachusetts Rental Voucher Program, (MRVP), the Alternative Housing Voucher Program (AHVP), Project Based Moderate Rehab, and Department of Mental Health (DMH).

QHA has maintenance staff located in the family development, and at each of the elderly developments. It is anticipated that maintenance staff will be entering and closing out work orders, and recording supplies used to be deducted from inventory. QHA has a centralized warehouse. Satellite supply storage areas may also be created.

QHA has a staff of approximately 70 at this time. These 70 include 30 in the Administrative Offices, and 40 in the Maintenance Department. The Administrative staff is located at the Main Office, 80 Clay Street, and several other locations throughout the City. The Finance Department is located at 95 Martensen Street, the main Maintenance Department and Warehouse are located in Germantown, along with the Support Services and Modernization Departments.

The Modernization Department oversees the expenditure of two or three rolling grants (approximately \$1,000,000 each) during any given fiscal year. The Modernization Department also receives funding from DHCD for specific projects and administers those grants under DHCD guidelines.

The Finance Department oversees all drawdown activity, issuance of landlord payroll, payroll, accounts payable and receivable and acts as the liaison between all departments and the fee accountant.

The Authority utilizes HAB, Inc. for all housing authority related data, including tenant records, rent re-examinations, PIC, work orders, and inventory. The Authority is also in the process of installing a new security camera system.

II. INTENT

QHA is requesting proposals from qualified vendors to provide Information Technology Services, including maintaining and further developing the Information Systems of the Housing Authority, including all software applications, workstations (currently \pm 46) and peripherals, a computer school (currently \pm 13 workstations) file servers and network systems (8 remote sites) and all on-line systems, including e-mail and Internet access, all as described in this Request for Proposals.

This RFP and Proposer's submittal shall be incorporated into the award contract. Therefore, any exceptions to the RFP should be noted in the cover letter. The QHA reserves the right to reject any and all proposals if it is in its best interest to do so.

The initial term of the contract is twelve (12) months and may be extended for two additional twelve (12) month periods at the hourly rate set forth on the cost proposal form.

The anticipated start date is February 1, 2014.

III. RFP TERMS AND CONDITIONS

1. All proposals must comply with the provisions of this Request for Proposals (RFP), with provisions of Massachusetts General Laws c. 30B and the applicable regulations.
2. The QHA reserves the right to issue addenda to this RFP. If it becomes necessary to revise any part of this RFP, addenda will be provided in writing to all prospective Proposers who have requested a copy of this RFP. The addenda will also be available on the QHA website. The addenda shall be deemed a part of the RFP. Any proposal must acknowledge all addenda.
3. The QHA is not liable for any costs incurred by the Proposers prior to issuance of a contract. Proposers should ensure that all costs are included in each proposal.
4. All proposals submitted in response to this RFP, plus any other related materials submitted by the Proposers, will become the property of the QHA and will not be returned.
5. Proposers responses to this RFP may be modified only by written and sealed communication with the QHA. Any such written and sealed communication must be received by the QHA before the deadline for proposal submission. Proposals submitted in response to this RFP may be withdrawn only by communicating the intent to withdraw a proposal in a written and sealed communication to the QHA before the deadline for proposal submission.
6. By submission of a proposal, the Proposer agrees, if its proposal is accepted; to enter into a contract with QHA that incorporates all of the requirements of this RFP. The Proposer further accepts all of the terms and conditions of this RFP.

IV. DESCRIPTION OF CURRENT ENVIRONMENT

1. Workstations

The majority of the workstations are currently Lenovo or HP Pentium E5500 class PCs with 250 GB hard drives and 2 to 4GB of memory. Operating system on the workstations is Windows 7 Professional Service Pack 2. The desktop software is Office 2010. The Operating systems on newer HP PCs is also Windows 7, and the desktop software is Office 2010. There is one XP system at the warehouse for compatibility with KeyTrial v3.6.7, it has no connection to the network. The Federal and State key tag system is also XP and cannot be upgraded to SP3 in order to maintain compatibility with the Pinnacle Sapphire system.

There are a total of 8 remote sites scattered throughout Quincy, with approximately 77 workstations. The breakdown is as follows:

80 Clay Street	16 workstations, 10 wyse clients
95 Martensen Street	5 workstations, 2 wyse clients
9 Bicknell Street	4 workstations, 2 wyse clients
15 Bicknell Street	4 workstations, 6 wyse clients
73 Bicknell Street	2 workstations
26 Figurehead Lane	4 workstations, 2 wyse clients
26 Figurehead Lane	14 workstations (Computer School)
109 Curtis Avenue	2 workstations, 1 wyse client
170 Copeland Street	2 workstations, 1 wyse client

Included in this description are workstations specifically designated for our building security system. This system consists of a server located at 80 Clay Street, and 4 remote sites (Martensen Street, Curtis Avenue, Copeland Street and Bicknell Street), all communicating with the main servers at Clay Street through our network. The security system includes databases and cameras with video monitoring.

2. Printers

The QHA currently has a variety of printer types. Printers include networked HP LaserJets, Brother MFPs and various types of small inkjet and LaserJet printers including HP, Lexmark, Brother, Ricoh and Epson. There are both local and networked printers. The majority are networked.

3. Network

The main network at the QHA is Microsoft Windows 2003 Active Directory. There are currently two domain controllers, an Exchange 2003 mail server, two 2008 Terminal Servers and a new Windows 2008 application server. The QHA has a central office connected to satellite offices through a VPN consisting of Sonicwall firewall/VPN devices. All users have standardized profiles and work through the network utilizing the terminal server and storing data in server-based home, departmental and public folders. Currently QHA uses Comcast Cable. Bandwidths range from 5 to 20Mbs.

4. Software Programs

QHA utilizes Encompass 4.0, a product of HAB, Inc. for the Public Housing Management Software. Local backups are performed by Syncback and Acronis and online backups are utilized. MSE is used as anti-virus.

V. SELECTION PROCESS

Evaluation Process

The contract will be awarded to the Vendor whose proposal will be the most advantageous to the QHA. Price will not be the sole determining factor in the selection of the successful bidder. Price constitutes only one of the several evaluation criteria and is to be considered only after the evaluative process. The Evaluation Committee will base their decision on the merit of the proposals/interviews received that shall include, but are not necessarily limited to, those listed in the section below. The QHA may schedule interviews for Wednesday, January 8, 2014.

1. **Proposal Forms**

- a. All proposals shall be submitted on 8.5 X 11” paper in two envelopes, clearly marked on the exterior “Information Technology Services - Narrative Proposal”, and a second clearly marked on the exterior with: “Information Technology - Cost Proposal” and addressed to Kathleen Healy, Director of Administration, 80 Clay Street, Quincy, MA 02170.
- b. The narrative proposal envelope will contain all narrative proposal information, qualifications of Proposer, anti-collusion and anti-fraud certificates, reference list and all other proposal information except cost information.
- c. All cost proposal data will be submitted in the second cost proposal envelope.
- d. Proposer may correct, modify or withdraw a Proposal by written notice received by the Authority prior to the time and date set as the deadline for submission of proposals.
- e. Both proposal envelopes should be enclosed in a single envelope for mailing or delivery purposes, with a notation on the outside that it contains Bid Documents, Job #2013-40.
- f. The Proposer is required to organize its proposal to respond to each evaluation criteria.

2. **Minimum Evaluation Criteria** (The Proposer is required to organize its proposal to respond to each evaluation criteria.)

- a. Narrative Proposal
- b. Cost Proposal (separate envelope)
- c. Submission of satisfactory evidence that the Proposer has been in the business of providing the services required by this contract for a minimum of three years.
- d. Submission of a list of all personnel who will perform work under this contract. Please indicate whether personnel are full/part time employees or independent contractors.
- e. Submission of a resume showing complete work history over last ten years, education, professional skills, certifications, abilities and qualifications of all personnel who will perform work under this contract.
- f. Submission of at least three (3) favorable references from agencies which have been provided similar services by the Proposer. (Describe services provided and include

- contact person and telephone number.)
- g. Submission of evidence demonstrating that the Proposer (and other personnel who will perform work under this contract) has knowledge of and experience with MS Word, Excel, Access and Crystal Report Writer..
 - h. Submission of evidence demonstrating that the Proposer (and other personnel who will perform work under this contract) has knowledge of and experience maintaining and operating a Windows NT System.
 - i. Submission of evidence demonstrating that the Proposer (and other personnel who will perform work under this contract) has broad knowledge of the MIS field, including knowledge and experience in maintaining computer networks in a Windows NT environment.
 - j. Submission of evidence demonstration that the Proposer (and other personnel who will perform work under this contract) has knowledge of and experience maintaining, operating, troubleshooting, and repairing desktop PCs, Servers, printers, internet connectivity concerns and various other IT hardware and software.
 - k. Appendices

The following Appendices are attached hereto and incorporated by reference:

- O. Cost Proposal Form
- P. Sample Contract
- Q. Anti-Collusion and Anti-Fraud Certificate
- R. Revenue Enforcement And Protection Certification (REAP)
- S. Questionnaire
- T. Instructions to Offerors Non-Construction HUD 5369B
- U. Certifications and Representations of Offerors, Non-Construction Contract HUD 5369C
- V. General Contract for Non-Construction Contracts HUD 5370C1
- W. Certification of Compliance with Executive Order 481
- X. Reference Form
- Y. Table 5-1 Mandatory Contract Clauses for Small Purchases other than Construction
- Z. Section 3 of the HUD Act of 1968
- AA Certificate of Vote of Authorization
- BB. Certification of Payments to Influence Federal Transactions HUD 50071

Submission of completed documents attached as Appendices A, C, D, E, G, I, J, M (if applicable), and N are **mandatory**.

3. **Comparative Evaluation Criteria** (The Proposer is required to organize its proposal to respond to each evaluation criteria. All proposals meeting the above minimum criteria will be

comparatively evaluated on the basis of the following criteria and deemed either advantageous or highly advantageous. Those proposals not meeting the minimum criteria will be deemed unacceptable.)

- a. Submission of evidence demonstrating that the Proposer and other personnel who will perform work under this contract have knowledge of and experience in network setup and maintenance in Windows NT will be deemed "advantageous". Submission of such evidence plus evidence that the Proposer and other personnel who will perform work under this contract have received Windows NT Administrator's Certification will be deemed "highly advantageous".
- b. Submission of evidence demonstrating that the Proposer and other personnel who will perform work under this contract have knowledge of and experience with the creation of specifications relating to the purchase of computer hardware and software will be deemed "advantageous". Submission of such evidence plus evidence demonstrating experience in procurement under Massachusetts public procurement rules will be deemed "highly advantageous".
- c. Submission of evidence demonstrating that the Proposer and other personnel who will perform work under this contract have experience and ability to train others to become proficient in using various software applications will be deemed "advantageous". Submission of such evidence plus evidence demonstrating experience and ability to document Information Systems in writing, including policies, manuals and other supporting materials will be deemed "highly advantageous".
- d. Submission of evidence demonstrating that the Proposer and other personnel who will perform work under this contract have experience and ability in maintaining and operating a windows NT System will be deemed "advantageous". Submission of such evidence plus evidence demonstrating experience and ability setting up and troubleshooting a Windows NT System shall be deemed "highly advantageous".
- e. Submission of evidence demonstrating that the Proposer and other personnel who will perform work under this contract have experience and ability in setting up and maintaining networks, Internet and e-mail systems will be deemed "advantageous". Submission of such evidence plus evidence demonstrating experience and ability in troubleshooting and repairing networks, internet and email systems will be deemed "highly advantageous".
- f. Submission of evidence demonstrating that the Proposer and other personnel who will perform work under this contract have experience and ability in troubleshooting desktop computers, printers and servers will be deemed "advantageous". Submission of such evidence plus evidence demonstrating experience and ability in building, upgrading and repairing desktop computers, printers and servers will be deemed "highly advantageous".
- g. A Proposer that can document a superior history of IT Support and include a commitment to respond (define respond) within ½ hour by phone or e-mail and 1 ½ hours on-site or remotely will be rated as Highly Advantageous; 1 hour by phone or e-mail and 2 hours on-site or remotely will be rated Advantageous; 1 ½ hours by phone or e-mail and 2 ½ hours on site or remotely will be rated Non-Advantageous; beyond times listed above Unacceptable.
- h. 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. If a Proposer is not a minority or women-owned business the proposal will be given a rating of "advantageous".

- i. The QHA's Selection Committee may interview one or more of the highest-ranked Proposers.
- j. The Proposer who can demonstrate an ability to communicate the information contained in its proposal in a clear and understandable fashion will be deemed "advantageous". The Proposer who can also respond to questions from the Committee, directly and completely, will be deemed "highly advantageous".

4. Interview

An evaluation committee determined by the QHA may interview Proposers who are considered well qualified. Any interviews will be scheduled for January 8, 2014. The QHA reserves the right to "short list" the Proposers and to interview only those which the QHA determines are best qualified.

5. Negotiation

In the event the parties are unable to negotiate and enter into a contract with the most responsible bidder, the QHA may elect to negotiate with the next most responsible bidder.

6. Cost Proposal

The Proposer shall set forth a flat hourly rate which will be billed for all services to be performed under the contract.

VI. GENERAL STATEMENT OF SERVICES

The project director for the project should be identified as such. It is expected that this person will direct all facets of the contract, and be available as a point-of-contact with the QHA. The proposal will set forth every person who is proposed to perform services on the 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 QHA approval. Services are to be provided only by the persons described in the Proposer's proposal or by such other persons that have been approved by the QHA in writing to provide services. Services will be provided on an "as needed" basis, as determined by the QHA, for a term of one year from the date of contract award, with the QHA having the option to extend the contract for two additional one year terms. The hours of service shall be determined by the need of the QHA as determined by the QHA. It is estimated that the QHA will need approximately thirty to thirty-five hours of services per month; however, in some months the QHA will require more hours and in some months, less. The QHA will provide office space and supplies, a telephone, pc, printer and access to the QHA's business machines, including copier and fax, to be used for Authority purposes only (all equipment shall remain Authority property). This agreement is subject to the termination clause contained in the contract. This is not an employment agreement. The Proposer will not be considered a QHA employee and will not be entitled to employee benefits. The Proposer will receive compensation at the hourly rate only for hours of services actually performed. The QHA will not reimburse for travel expenses unless

such travel is for QHA business AND is authorized in advance by the QHA. (The QHA will not reimburse for commuting expenses.) Other expenses incurred on behalf of the QHA are approvable for reimbursement only if they have been authorized in advance by the QHA. The QHA reserves the right to contract with other vendors for services that fall within the scope of this contract, including, but not limited to, employee training, software and hardware installation, and website design.

The Proposer is hereafter referred to as the "IT Provider". Subject to instruction and direction from the QHA's Executive Director or his/her designee, the IT Provider will be responsible for maintaining and developing the Information Systems of QHA, including all software applications, all workstations and peripherals, the file servers and network systems, email and all on-line systems, including Internet access.

SCOPE OF SERVICES:

- Basic network system maintenance, including: establishing and enforcing protocols, performing setups, troubleshooting problems, administering print and periphery functions, assessing configurations, installing hardware and software or overseeing their installation, and supervising systems backups;
- Ongoing development of the network system, including maintenance of the QHA's remote offices;
- Security and protection of the entire system, including: virus protection, control of access and maintenance of security codes, physical security of the network, and disaster preparation and prevention, and maintenance of all backup systems;
- Provide a proper environment for the server room, ensuring that it is clean, secure and well organized;
- Maintenance of all workstations, controlling the selection and loading of software applications, troubleshooting local desktop problems, tracking and utilizing warranties and licenses as applicable, and functioning as a helpdesk to all QHA staff;
- Supervise, facilitate and troubleshoot all electronic reports to HUD, DHCD and other relevant agencies;
- Maintenance of Internet and e-mail capacity for all designated QHA staff;
- Make recommendations to QHA concerning **personal** training needs and training needs of end-users;
- Maintain detailed records of all activities, including daily maintenance of the IT Department work order tracking system;
- Report user problems to vendor(s), as appropriate, maintaining logs and following through with vendor(s) to ensure resolution;
- Work with QHA staff to develop and maintain adequate security procedures and disaster plans, including the implementation of organization-wide read and write access for end-users, based on need;
- Develop operating manuals for all areas of responsibility in a format approved by the Executive Director;
- Assist in developing annual IT Department planning and budget recommendations;
- Make recommendations to Executive Director or designee concerning possibilities for cost reduction and greater efficiencies;
- Participate in user groups and professional organizations as approved by the Executive Director or designee;

- Develop, implement and document preventive maintenance procedures for all areas of responsibility;
- Develop specifications for the purchase of any software, hardware, or other IT equipment desired by the QHA; and
- Perform other related duties as assigned by the Executive Director or designee.

VI. PROPOSAL CONTENT

Proposal Format

This section describes the form and required content of the respondent's submittal in response to this RFP. The RFP is intended to identify the IT Provider that can best meet the requirements of QHA. All proposal content must be organized as delineated below, and each section must be clearly identified.

NARRATIVE PROPOSAL

A. Executive Summary

The Executive Summary should include:

A brief non-technical overview of the Proposer's business including the range of services offered. Proposers should provide information reflecting how and why Proposer's services meet the QHA's needs.

B. Company Profile

The Company Profile should include the following:

History of the company:

Number of employees: in management, development, engineering, support, and training

C. Responses to Minimum Evaluation Criteria

D. Responses to Comparative Evaluation Criteria

E. Mandatory Forms

Submission of completed documents attached as Appendices A, C, D, E, G, I, J, M (if applicable) and N.

- A. Cost Proposal Form
- C. Anti-Collusion and Anti-Fraud Certificate
- D. Revenue Enforcement And Protection Certification (REAP)
- E. Questionnaire
- G. Certifications and Representations of Offerors, Non-Construction Contract

HUD 5369C

- I. Certification of Compliance with Executive Order 481
- J. Reference Form
- M. Certificate of Vote of Authorization
- N. Certification of Payments to Influence Federal Transactions HUD 50071

Reference Form (Attachment J)

Customer References should include a listing of all customers, both large and small. Any Customer listed may be contacted by the Selection Committee, but special attention will be paid to those which are comparable in size, and function. For each reference, include the following information:

- Name of technical person responsible for IT maintenance and operation
- Telephone number
- Address

COST PROPOSAL

A single original signed cost proposal must be submitted in a separate interior envelope clearly marked Cost Proposal Job#2013-40, RFP for Information Technology Services and must accompany an original signed technical proposal and four (4) copies of same. All mailing envelopes or containers must be clearly marked on their exterior:

Kathleen Healy, Director of Administration
Quincy Housing Authority
80 Clay Street
Quincy, MA 02170
Proposal Enclosed: Job #2013-40
RFP for Information Technology Services

VIII. INSURANCE REQUIREMENTS

The Proposer shall maintain insurance coverage as listed below with respect to the operations of this contract. This insurance shall be provided at the Proposer'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.

COMMERCIAL GENERAL LIABILITY AND VEHICLE LIABILITY: Provide the following minimum coverage with respect to the operations of the Proposer and any employee of Proposer, including coverage for owned, non-owned, and hired vehicles:

Bodily Injury and \$500,000 each person

Property Damage \$500,000 each accident

WORKER'S COMPENSATION: Provide the following coverage in accordance with M.G.L. c. 149 s34A, and c. 152 as amended:

Coverage A Provide Statutory Minimum

OWNER AS ADDITIONAL INSURED: The QHA shall be named as additional insured on the Proposer's commercial General Liability Policy.

CERTIFICATES OF INSURANCE, POLICIES: Certificates of insurance, acceptable to the owner, shall be submitted to the QHA before the execution of the Contract. The Proposer shall file one certified copy of all policies with the QHA within thirty days after the Contract award. Failure to provide insurance certificates as set forth herein shall, at the option of the Authority, cause rejection of the Proposer's proposal.

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.

INDEMNIFICATION: The Contractor shall indemnify, defend and save harmless the QHA 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 the negligence of the Proposer 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.

IX. 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. RESOURCES AND MATERIALS: All resource materials and records reviewed or created by the vendor shall become the property of the QHA, unless they are already public records or owned by private interests in which case a copy should be furnished to the QHA.

4. TIME IS OF THE ESSENCE: Time is of the essence of this contract; however, the Proposer shall not be liable for delays or failures due to acts of God, war, fires, strikes, embargo fault of the Authority.,

etc. PROVIDED THAT, within five (5) days after such occurrence, the Proposer gives written explanation for the cause to the Authority's Director of Program Management. The Director shall then ascertain the facts and extent of the delay and/or failure. His/her findings of the facts thereon shall be final and conclusive.

5. PAYMENT: The Proposer shall invoice the Authority on a monthly basis and itemize the service provided, date of service, QHA staff member service provided to, nature of services, hours of service, Proposer's staff performing the service, hourly rate(s). Reimbursables shall be limited to the purchase of goods which have previously been approved by the Authority to be purchased directly by the Contractor.

APPENDICES

- A. Cost Proposal Form
- B. Sample Contract
- C. Anti-Collusion and Anti-Fraud Certificate
- D. Tax Compliance Certification
- E. Statement of Qualifications
- F. Instructions to Offerors Non-Construction HUD 5369B
- G. Certifications and Representations of Offerors, Non-Construction Contract HUD 5369C
- H. General Contract for Non-Construction Contracts HUD 5370C1
- I. Certification of Compliance with Executive Order 481
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**INFORMATION TECHNOLOGY SERVICES
COST PROPOSAL FORM**

In accordance with the Quincy Housing Authority's Request for Proposals for Information Technology Services we submit our proposed fee for such services.

Dear Proposers:

Please submit a flat hourly rate for all services.

Year One:

\$ _____

Year Two:

\$ _____

Year Three:

\$ _____

(If on-site service is required, Proposer's charges commence at site and end at site, Proposer may charge one-hour minimum but may not charge travel or related expenses.)

Name and Address of Firm:

BY:

Signature of Authorized Officer

Date

Printed Name and Title

Acknowledge Addendum Nos. _____

AGREEMENT FOR SERVICES

This Agreement, made this _____ day of _____, 20____, by and between the Quincy Housing Authority, hereinafter called the "Owner", and _____ hereinafter called the "Contractor".

Witnesseth, that the Owner and the Contractor, for the consideration hereinunder named, agree as follows:

Article 1. Scope of Work. The Contractor shall perform all the Work required by the Contract Documents prepared by the Quincy Housing Authority for Request for Proposals for Informational Technology Services dated December 4, 2013.

Article 2. Term of Contract. The Contractor shall commence work under this Contract on _____ and contract shall automatically terminate on _____. This contract shall become effective upon validation by DHCD and/or HUD.

Article 3. Suspension and Termination. The Owner may terminate this Contract for cause or without cause by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of termination in the Notice.

Article 4. Contract Sum. The Owner shall pay in current funds the Contractor for the performance of the Work, the Contract Sum not to exceed _____ dollars (_____) within a twelve month period. Payments will be made in accordance with the terms set forth in the Contract Documents. The QHA administers both Federal and State funded public housing units. DHCD will reimburse the Authority for a pro-rated portion of this total sum due for this contract in the amount of \$50,000 per year maximum amount. The State's share pursuant to this agreement shall not exceed \$50,000 for the term of this contract without the expressed written consent of DHCD.

Article 5. Conflict of Interest. The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority.

Article 6. Equal Opportunity. The Contractor shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Contractor to use best efforts to employ qualified tenants of the awarding authority for any positions which are open at the time the contract is awarded or which become open during the term of the contract.

Article 7. The Contract Documents. The following, together with this Agreement form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein: Invitation to Bid, the Bidding Documents, the Conditions of the Contract, the Contractor's Bid Submission, and, any amendments or addenda issued prior to award and any modification agreed to after the award. No contract amendments shall be made except in writing upon the express agreement of the parties, approved by DHCD and in accordance with the provisions of M.G.L. c.30B.

Article 8. REAP Certification and Certification of Non-Collusion. Pursuant to M.G.L. c.62(c), §49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. The undersigned further certifies under penalties of perjury that their bid/proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Article 9. 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 that the it 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.

Article 11. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Article 12. Validation. This Contract will not be valid until signed by the Director of the Department of Housing and Community Development or his/her designee. ?? Does DHCD need to sign this?

In Witness Whereof, the Parties Hereto Cause This Instrument to be Executed Under Seal.

CONTRACTOR

AWARDING AUTHORITY

(Name of Contractor)

(Name of Awarding Authority)

By: _____
Seal)

By: _____
(Signature and Seal)

(Signature &

(Title)

(Title)

Attest: _____

Attest: _____

***If a corporation, attach a Notarized copy of the corporate vote authorizing signatory to sign contract.**

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**

In accordance with G.L. c.121B, as amended

(Title)

(Date)

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.

(Name of person signing bid or proposal)

(date)

(Name of business)

REVENUE ENFORCEMENT AND PROTECTION CERTIFICATION (REAP)

Pursuant to Massachusetts General Laws/Chapter 62(c), section 49(a),

I, _____

as _____

of _____

hereby certify under the penalties of perjury that to the best of

my knowledge and belief _____ has

complied with any and all applicable state tax laws.

Name of Corporation or Company: _____

Title of Person Signing: _____

Signature: _____ Date: _____

The bidder must demonstrate compliance with Commonwealth tax laws, including M.G.L. C.62, s49A. The bidder must submit an original or photocopy of a Certificate of Good Standing, which has been issued by the Massachusetts Department of Revenue within the past year. To obtain a Certificate of Good Standing, the bidder must submit the request to:

Department of Revenue, Tax Payer Division
Certificate Unit
P.O. Box 7066
Boston, MA 02204
Tel: (617) 887-6550
Fax: (617) 887-6263

Include the following information:

1. Name, address, and telephone number of the corporation.
2. Reason for request.
3. Types of taxes to which the corporation is subject and the corresponding Massachusetts identification number (if any).
4. Power of Attorney Form M-2848, if applicable.
5. Signature of a major officer of the corporation.

The Certificate of Good Standing must be provided prior to final execution of the Standard Contract Form.

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

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)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> 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:

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. 01/31/2014)

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

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

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

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

3. Termination for Convenience and Default

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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 Labor 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.

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 that the it 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: INSPECTIONAL SERVICES

Bidder 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: _____

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 or 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.

CERTIFICATE OF VOTE OF AUTHORIZATION

_____, 2013

I hereby certify that a meeting of the Board of Directors of the:

Name of Corporation

Duly called and held at _____ on the ____ day of _____, 2013, at which a quorum was present and acting, it voted that _____ of the _____, be and hereby is authorized to execute and deliver for and in behalf of the Corporation a Contract with the Quincy Housing Authority, for work to be done at the _____ in the City of Quincy, and as Principal to execute Bonds in connection therewith, which Contract and Bond were presented to and made a part of the records of said meeting. I further certify that _____, _____ is duly

Name of Corporate Officer Title

qualified and acting _____ of the Corporation and that said vote has not been repealed, rescinded or amended.

A true copy of the record,

ATTEST:

(CORPORATE SEAL)

SUBSCRIBED AND SWORN TO THIS ____ DAY OF _____ BEFORE ME.

Notary Public
My Commission Expires: _____

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)