



HUDSON HOUSING AUTHORITY

LAUNDRY 2018

INVITATION FOR BID

**LAUNDRY EQUIPMENT, SERVICES, & MAINTENANCE AT
VARIOUS LOCATIONS**

May 14, 2018

Bid Due Date: June 11, 2018 12:00PM

LAUNDRY EQUIPMENT, SERVICES, & MAINTENANCE AT VARIOUS LOCATIONS

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General Conditions for Non-Construction Contracts

Mandatory Contract Clauses for Small Purchases Other Than Construction

PUBLIC NOTIFICATION FOR WRITTEN QUOTES

The **Hudson Housing Authority (HHA)**, the Awarding Authority, is seeking competitive sealed bids from qualified service providers to install and maintain efficient, reliable, water and energy saving coin-operated washing machines and dryers for HHA residents and to maintain the related laundry facilities for the Brigham Circle and Norma Oliver Village developments in Hudson, Massachusetts, in accordance with the documents prepared by Jaclyn Beaulieu, Executive Director.

The Project consists of: Installing and maintaining twelve (12) total washers, six (6) electric dryers and six (6) gas dryers at two developments in Hudson, Massachusetts according to the plans and specifications in the Invitation for Bid.

Quotes are subject to HHA Procurement Policy, MGL Chapter 30B, Title 24 of the Code of Federal Regulations (CFR) 85.36 and applicable HUD regulations regarding competitive bids.

Written Quotes will be received until **12:00 p.m., Monday, June 11, 2018.**

This project is being Electronically Bid (E-Bid). All bids shall be submitted online at www.Projectdog.com. Hard copy bids will not be accepted by the Awarding Authority. E-Bid tutorials and instructions are available within the specifications and online at www.Projectdog.com. For assistance, call Projectdog at 978-499-9014.

Contract documents will be available at www.Projectdog.com or for pick-up at: Projectdog, Inc., 18 Graf Road, Suite 8, Newburyport, MA 01950, M - F 8:30 a.m. to 5:00 p.m.

Go to www.Projectdog.com and login with an existing account or click [Sign Up](#) to register for free. Enter Project Code **825532** in the project locator box. Select "Acquire Documents" to download documents, review a hard copy at Projectdog's physical location, or request a free project CD.

The job sites will be available for inspection at a pre-bid conference at 10:00AM Thursday May 24, 2018.

HUDSON HOUSING AUTHORITY INVITATION FOR BID

LAUNDRY EQUIPMENT, SERVICES & MAINTENANCE AT VARIOUS LOCATIONS

A. INTRODUCTION

The Hudson Housing Authority (HHA) is seeking competitive sealed bids from qualified service providers to install and maintain efficient, reliable, water and energy saving coin-operated washing machines and dryers for HHA residents and to maintain the related laundry facilities.

The Hudson Housing Authority will award the contract to the responsive and responsible Service Provider that offers the highest price, or percentage of commission, to HHA, for the initial contract term. The award of this contract shall be governed by the HHA Procurement Policy, MGL Chapter 30B, Title 24 of the Code of Federal Regulations (CFR) 85.36 and applicable HUD regulations regarding competitive bids.

The successful bidder shall work with HHA Executive Director and HHA Maintenance Supervisor to coordinate removal and replacement of the existing equipment, and install all new dryers and Energy-Star rated washers with a minimum Energy Star CEE Tier II or Tier III, all at the Service Providers expense. Washers and dryers shall be high efficiency, have varied cycles, Energy-star rated, commercial or equivalent machines. Such equipment shall be connected to existing electric, gas, water and sewer lines serving the community laundries in which the equipment is to be placed. The successful bidder shall pay HHA an agreed-upon commission of the gross income from the operations of said equipment. A commission price for the machines shall be submitted in the bid.

B. BACKGROUND

The Hudson Housing Authority currently has 12 washers and 12 dryers in the 8 buildings listed in Attachment 1-Equipment and Community List. All these machines are coin-operated. The existing equipment is owned by Hudson Housing Authority. Currently the Vend prices are \$0.50 per washer load and \$0.50 per dryer load. The gross amount collected from laundry machines for one year (FY2017) was approximately \$11,000.00 (average \$2,750.00 per quarter). The selected Service Provider shall service and maintain the current number of machines at the locations described on Attachment 1. Machine counts and locations may be changed by written Change Order at future times under the Contract that will result from this IFB.

TERMS AND CONDITIONS

- a) Bid Requirements. THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED. Please review the instructions in the bid documents on how to register as an electronic bidder. The bids are to be prepared and submitted at www.projectdog.com.
- b) Pre-Bid Walkthrough. Service Providers are encouraged to attend a walkthrough of the facilities on May 24, 2018 at 10:00 AM at 8 Brigham Circle, Hudson, Massachusetts.
- c) Clarifications. Any questions or requests for further information must be submitted by email to the attention of Jaclyn Beaulieu, at jaclynp@hudsonhousing.org no later than 10:00PM on June 4, 2018. No inquiry received after the stated deadline will be considered.
- d) Addendum. In the event there are any changes or clarifications to this IFB, HHA will issue an addendum. Notices of addenda being added to the project will be e-mailed to everyone on record as having received an IFB. The addenda shall be deemed as part of the IFB. It is the responsibility of bidders to confirm if there were any addenda issued prior to submission of their bid.
- e) Bid Acceptance Period. The Hudson Housing Authority shall have a period of 60 calendar days following the bid opening date to make the award. No bids may be withdrawn during this acceptance period, without the permission of the Hudson Housing Authority.
- f) Attendance at Bid Opening. According to MGL Chapter 30B, the bid opening is a public opening in the presence of one or more witnesses. The public opening for this IFB is online at www.projectdog.com, and packages and numbers are available instantly when the bid closes. Names of all bidders and the amounts of their bids will be made public.
- g) Rights Reserved by HHA. The Hudson Housing Authority reserves the right to cancel the IFB at any time until the bids are opened. The HHA reserves the right to waive minor informalities if it is in the public interest to do so. The Hudson Housing Authority also reserves the right to reject any and all bids if the HHA determines that such action is in the best interest of the Authority.
- h) No Warranty. The Service Provider is required to examine the Invitation for Bid, instructions and risks to be covered. Failure to do so will be at the Service Provider's own risk. It is assumed that the Service Provider has made such investigations as to be fully informed as to the extent and character of the hazards of the requirements of the IFB. No warranty is made or implied as to the information contained herein.

i) Debarred, Suspended and Ineligible Service Providers. The Service Provider certifies by submission of a bid that it is not a debarred, suspended or ineligible Service Provider by any agency of the federal or state government. No bid received from a debarred, suspended or ineligible Service Provider will qualify for award.

j) Non-Collusive Affidavit, Tax Compliance Certificate and Insurance Binder. The attached Non-Collusive Affidavit must be executed and submitted with this bid. A certificate of Tax Compliance in accordance with MGL Ch. 62C, subsection 49A, will be required before the execution of the contract. An insurance binder in the amount described in the IFB will be required of the awarded Service Provider.

k) Diversity. HHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, HUD Section 3 businesses, and small businesses to submit bids or to participate in a subcontracting capacity on HHA contracts.

l) Method of Award. The Hudson Housing Authority will award the contract to the responsive and responsible Service Provider that offers the highest price, or percentage of commission, to HHA. The award of this contract shall be governed by the HHA Procurement Policy, MGL Chapter 30B, Title 24 of the Code of Federal Regulations (CFR) 85.36 and applicable HUD regulations regarding competitive bids. The Hudson Housing Authority may reject any and all bids if such action is in the public's best interest and waive minor informalities and minor irregularities in bids received. IFBs will be subject to approval and award by the Hudson Housing Authority Board of Commissioners.

m) Term of Contract. The term of this contract will be for a period of five (5) years with two (2), three-year (3-year) extension options.

n) Transfer of Ownership. Upon sale or transfer of an HHA facility, listed in Attachment 1-Equipment and Community list, the contractor may work with the new owner/manager to continue service of these properties with their approval.

o) Owners Right to Terminate Contract. The Hudson Housing Authority reserves the right to terminate this Contract at their discretion with thirty (30) days written notice to the contractor.

p) Relevant Experience. The Service Provider must have been in business for at least ten (10) years and must have at least five (5) years' experience in providing these or similar services to similar-type entities.

D. SCOPE OF WORK

The selected Service Provider shall perform, but not necessarily be limited to, the tasks for each of the categories below:

1. Equipment

- a) Supply and install the corresponding number of washers and dryers specified at each of the locations outlined in Attachment 1. The Service Provider is responsible for all physical requirements such as hoses, venting and venting connections. Venting interfacing to the building exterior is also the responsibility of the Service Provider. The HHA reserves the right to add or remove washer and dryers from this contract as its needs change. Additions and deletions will be at the bid price and all costs associated with machine removal, replacement, and additions will be the responsibility of the Service Provider.
- b) All washers and dryers shall be new, heavy duty, "commercial" type, coin-operated machines, and in the quantity specified on Attachment 1. All machines must be coin-operated.
- c) The washing machines shall be front-loading (horizontal axis), minimum est. 21-lb capacity, with variable settings, high efficiency, Energy-star rated, with a minimum Energy Star CEE Tier II or Tier III, commercial or equivalent machines. All equipment shall meet washing and drying recommendations of current clothing manufacturers regarding wash and wear, permanent press and regular articles of clothing.
- d) The dryers shall be Energy Star-rated, minimum est. 21-lb capacity, commercial or equivalent machines with a minimum of two settings.
- e) Install the quantity of ADA accessible washers and dryers in each laundry room as identified in Attachment 1. This equipment shall be positioned to provide the maximum allowable floor space in front of the machine. The machine buttons must be operable with a closed fist, without the need to pinch, twist, or grasp.
- f) Equip each machine with an electronic, non-resettable digital counter that provides verification of information, including but not limited to, cycle counts.
- g) Install coin mechanisms that are of heavy duty, tamper-proof construction.
- h) Install and vent each machine in accordance with the manufacturer's

recommendations.

- i) Machines should be numbered to make it accurate for residents and Site Managers to identify out-of-order machines.
- j) Affix a permanent label, decal or sign to each machine clearly outlining the machine's operating instructions in both English and Portuguese. Braille and other language translations shall be available upon HHA's request.
- k) All equipment shall be connected to existing electric, gas, water and sewer lines serving the community laundries in which the equipment is to be placed, except as otherwise specified herein.

2. Maintenance of the Equipment and Laundry Rooms

- a) Service, maintain and ensure that all machines operate in accordance with the manufacturer's recommended performance standards.
- b) Maintain the equipment and be responsible for cleaning the vent lines and lint filters in accordance with the manufacturer's recommendations.
- c) Clean all lint filters at least once a month to prevent accumulation of lint and other foreign matter.
- d) Clean all dryer vents from the dryers to the termination of the vents outside the building. The vent lines shall be inspected annually. All vent lines shall be cleaned as often as needed to allow the equipment to operate within the manufacturer's recommended performance standards at the Service Provider's expense. Vents shall be maintained to be free of lint and debris that could reduce air flow.
- e) All inspection and cleaning of lint catchers and vent ductwork shall be documented in an activity log (denoting person performing inspection, inspection results, corrective action taken, date and time, photo documentation) that shall be submitted to Owner quarterly.
- f) Keep the areas behind the machines and the machines themselves clear and free from accumulations of dust, lint, or other foreign matter.
- g) Dryer venting and areas behind the machines shall be cleaned after the removal of the old equipment and left free of lint and other foreign matter prior to the installation of the new/like new

equipment.

- h) The Service Provider shall be responsible for connecting dryers to the dryer vents in compliance with State and Local Building Code to assure proper duct assembly and connection to the dryers, and thus greatly reduce lint build-up within the duct work.
- i) Provide service for the equipment 24 hours per day and seven days per week. All equipment shall be serviced within 24 hours of notification by residents and/or HHA. If equipment is in need of replacement, the service Provider shall first notify HHA's Maintenance Supervisor or Executive Director, and then replace the faulty equipment within 24 hours.
- j) Make a refund to any tenant losing money in a malfunctioning machine within 10 business days of the tenant's initial request for it.
- k) Promptly attach to any malfunctioning machine an "Out of Order" sign that blocks the coin slots or card reader.
- l) Maintain in prominent view in each laundry room a permanent sign clearly stating the name and address of the Service Provider, direct phone numbers and/or persons to contact for service and for refunds.
- m) Modifications of the laundry rooms are not permitted without HHA's written approval. Any modifications required to accommodate the Service Provider's equipment will be made at the Service Provider's expense.

3. Maintenance Exclusions

- a. HHA is responsible for the dryer and washer electrical outlets, and for replacing dryer vent lines, water supply lines and wastewater drain lines in the walls.
- b. The selected Service Provider is responsible for damage to the laundry room or to other parts of the building resulting from malfunction or improper maintenance of the equipment and/or vent lines.

4. Utilities

HHA will provide, pay for and maintain the necessary utility services, including hot and cold water, electricity, heat and gas; provided, however, that the temporary failure of any of the above utilities from any cause whatsoever shall not be a breach of the Contract to result from this IFB, nor shall it render HHA liable to the Service Provider for loss of revenue or consequential damage to its machinery.

5. Revenue Payments

- a. The selected service provider to pay HHA a commission, a sum equivalent to the negotiated percent of the Service Provider's gross income from business operations conducted. Such payments shall be based on monthly statements of gross income prepared by the Service Provider and submitted on a monthly basis with the payments. The Service Provider is responsible for verifying the accuracy of the collections and statements.
- b. The revenue checks and statements must be submitted to HHA's Executive Director on a monthly basis by the 25th of the following month (i.e., January report and revenue check must be received by February 25. February report must be received by March 25, etc.). Commission payments to HHA shall be based upon the counter readings for each location and the monetary value associated with each location. The counter readings must be included on the monthly payments and shall include both the beginning and ending readings for the payment period for each location.
- c) The Service Provider shall maintain an accurate and complete account of all receipts and supply any records associated with this account within five (5) business days of HHA's written request.

6. Schedules

1. Replacement Schedule:

- a) Coordinate with HHA's Executive Director and Maintenance Supervisor for the removal of the existing equipment from the locations listed on Attachment 1 and with the installation of the selected Service Provider's new/like new equipment. The Service Provider shall provide a schedule for equipment replacement for all of the locations to HHA's Executive Director two (2) days after the execution of the Contract. HHA must approve the moving and installation schedule before any equipment may be moved or installed.
 - b) Installation of the new/like new equipment at all of the sites listed on Attachment 1 must be completed within 45 days of the Notice to Proceed.
 - c) Coordination of the equipment changes for any one building shall allow no more than two (2) days between the removal of the old equipment and the installation of the new/like new equipment.
 - d) All work to be performed under the Contract to result from this IFB shall be performed at the following times:
 - e) During normal business hours, Monday through Friday.
 - f) No work shall be performed on weekends or holidays unless previously approved by HHA.
2. No equipment shall be removed from a building without a minimum of 3 (three) days prior notice to HHA.
3. At the end of the final term of the Contract to result from this IFB, the Service Provider shall comply with the negotiated schedule to remove its machines. This schedule shall be negotiated among itself, HHA's Executive Director, and the newly selected Service Provider.

E. INFORMATION TO BE PROVIDED IN YOUR BID

The submission of sealed bid, including all required attachments, is required for evaluation and contract award. Bids should be organized in the order of the outline given below and include the following information:

Cover Letter

References (Attachment 2):

- Using the form attached to this document labeled **Attachment 2-References**, please list five (5) references.

Certification of Good Faith (Attachment 3):

- Using the form attached to this document labeled **Attachment 3 – Form of Non-Collusive Affidavit**, please certify that your bid is made in good faith and without collusion and fraud.

Certification of Tax Compliance (Attachment 4):

- Using the form attached to this document labeled **Attachment 4 – Form of Tax Compliance Certificate**, please certify that you are in compliance with all laws of the commonwealth relating to taxes.

Price Bid / Commission Percentage (Attachment 5):

- Using the form attached to this document labeled **Attachment 5-Commission** ("Percentage of Gross Amount Collected to Be Paid to the Hudson Housing Authority") please include the amount the Service Provider will pay to HHA by a percentage (%) or commission rate stated in percentage (%) of the vending rate per cycle. The Service Provider shall not state any fee, price, or commission information anywhere in the Service Provider's response except in the price bid.

F. EVALUATION CRITERIA

All bids will be evaluated based on the bidders' (1) ability to meet the quality requirements of the HHA as described in this IFB and (2) the bid offering the highest price, or percentage of commission, to HHA.

1. **Quality Requirements.** Quality requirements will be used to identify responsive bids (those that offer the supplies and services requested in this IFB and that contain all of the required information and forms, properly completed) and responsible bidders (those with the capability, integrity and reliability to perform under the contract).
2. **Highest Price.** The contract will be awarded to the responsive and responsible Service Provider that offers the highest price, or percentage of commission, to HHA, for the initial contract term.

HHA reserves the right to conduct reference checks on the qualified bidder(s) who offer the highest price. In the event that information obtained from the reference checks reveals concerns about the bidder's past performance and their ability to successfully perform the contract to be executed based on this IFB, HHA may, in its sole discretion, determine that the Bidder is not a responsible Bidder and may select the next highest cost Bidder whose reference checks validate the ability of the Bidder to successfully perform the contract to be executed based on this IFB. In conducting reference checks, HHA may include itself as a reference if the Bidder has performed work for HHA, even if the Bidder did not identify HHA as a reference.

G. ADMINISTRATIVE INFORMATION

- a) Minority-owned and Women-owned Business Enterprises. HHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, HUD Section 3 businesses, and small businesses to submit bids, to participate as partners, or to participate in other business activity in response to this IFB.
- b) Section 3 Requirements: Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires HHA to the greatest extent feasible to provide employment opportunities to Section 3 residents. Section 3 residents include residents of HHA communities and other low-income residents of Hudson.
- c) Payment Requirements: Bidders should be aware that HHA will only make payments on the contract issued under this IFB after the work being billed has been completed, and within 30 calendar days of receipt of a properly prepared and HHA approved invoice from the Service Provider. Supporting documentation is required for payment of reimbursable expenses. No advance payments will be made to the Service Provider, who must have the capacity to meet all project expenses in advance of payments by HHA.
- d) Approval of Sub-Consultants: HHA retains the right of final approval of any sub-consultant of the selected Bidder who must inform all sub-consultants of this provision.
- e) Other Contracts: During the original term and all subsequent renewal terms of the contract resulting from this IFB, HHA expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this IFB.
- f) Funding Availability: By responding to this IFB, the Bidder acknowledges that for any contract signed as a result of this IFB, the authority to

proceed with the work is contingent upon the availability of funding.

- g) Contract Requirements: A sample of HHA's standard contract language is attached as Attachment 8 which will form the basis for any contract executed based on this solicitation.

H. INSURANCE

Insurance Requirements. The Contractor, at its sole cost and expense, commencing upon the Commencement Date and continuing until execution of the Contractor's Certificate and Release or continuing as otherwise indicated and required, shall comply with the following requirements:

- a) Comprehensive General Liability. The Contractor shall carry and maintain Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 per occurrence for bodily injury, death, and property damage and \$2,000,000.00 general aggregate, and Automobile Liability Insurance with a coverage limit of not less than \$1,000,000.00 covering all work performed under this Contract. The Contractor's Comprehensive General Liability Insurance policy shall include the following coverages: (a) independent contractors; (b) severability of interests/cross liability; (c) employees and volunteers as additional insureds; (d) contractual liability; (e) extended bodily injury (assault and battery); (f) defense outside of the limit; (g) care, custody, and control; (h) mobile equipment; and (i) additional insureds as required by contract. The HHA shall be named as an additional insured on all general liability policies.
- b) Worker's Compensation. The Contractor shall carry and maintain Worker's Compensation Insurance including Employer's Liability Insurance as provided by Massachusetts General Laws, Chapter 152, as amended, covering all work performed by it under this Contract.
- c) Subcontractor Insurance. In the event the HHA authorizes the Contractor to utilize any subcontractor and/or subconsultant to perform any of the Services, the Contractor shall require any such subcontractor, subconsultant, and/or professional employed and/or engaged by the Contractor to carry comprehensive general liability, auto liability, and workers compensation insurance with the same scope of coverage and other provisions as described herein. The general liability coverage shall name the Contractor and the HHA as additional insureds. The Contractor shall obtain and keep on file certificates of insurance that show that the subcontractor, subconsultant, and professional are so insured.
- d) Other Insurance. The Contractor shall carry and maintain such other insurance in such form and in such amounts as the HHA may from time to time reasonably require against other insurable hazards and casualties that are commonly insured against in the performance of similar services as are provided for in the Scope of Services.

- e) Personal Property Insurance. The Contractor may, at its own expense, carry and maintain insurance to cover its own personal property, furniture, fixtures, machinery, and supplies used in the performance of the Scope of Services.
- f) Miscellaneous Requirements. All policies of insurance required hereunder shall be issued in a form and type acceptable to the HHA and by companies having a minimum A.M. Best's rating of "A" ("Excellent") and Financial Size Category VII or larger, or as otherwise deemed satisfactory to the HHA. Original certificates of insurance and/or binders of insurance evidencing the above required insurance coverage shall be furnished to the HHA, and shall be attached to this Contract and made a part hereof. They shall provide for not less than thirty (30) calendar days prior notice to the HHA of any cancellation of/or major change in the policies. Not less than thirty (30) calendar days prior to the expiration date of the policies of insurance required under this Contract, the Contractor shall deliver to the HHA renewal certificates of insurance in accordance with all insurance requirements in this Contract. All policies of general liability insurance required hereunder shall list the HHA as a named additional insured as follows: Hudson Housing Authority, 8 Brigham Circle, Hudson, MA. 01749. Failure to provide insurance coverage as required by this Paragraph shall be deemed to be a material breach of this Contract.
- g) Assumption of Risk. The Contractor agrees to provide the Services at its own risk and liability. The HHA shall have no responsibility or liability for any loss or damage to personal property or fixtures of the Contractor or the Contractor's subcontractors.

Attachment 1:

EQUIPMENT AND COMMUNITY LIST

1 ADA washer and dryer to be provided in each laundry room

Development	Address	Zip Code	Washers	Electric Dryer	Gas Dryers	Laundry Rooms	Units
Brigham Circle	8 Brigham Circle Hudson, MA	01749	6	6	0	2	126
Norma Oliver Village	4 Glen Road Hudson, MA	01749	6	0	6	6	92
TOTALS			12	6	6	8	218

Total Number of ADA washers and dryers to be provided based on above table:

	Washers (total 12)	Electric Dryers (total 6)	Gas Dryers (total 6)
ADA Compliant	8	2	6
Non-ADA Compliant	4	4	0

Attachment 2: REFERENCES

1. Please list at least five references for whom the firm or team members have performed similar work in the last five years (including agency or business name of client, contact person, address, telephone number and email address, if available).

1.

2.

3.

4.

5.

Attachment 3:
FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____)ss.

County of _____)

_____ being first sworn, deposes and says:

That he is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication on conference, with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Hudson Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and sworn to before me this _____ day of _____, 20 _____

Notary Public

SEAL

My commission expires _____

Attachment 4:
FORM OF TAX COMPLIANCE CERTIFICATE

STATE OF MASSACHUSETTS

COUNTY OF _____

being first sworn, deposes and says:

That he is _____
(A Partner or Officer of the firm of, etc.)

Pursuant to M.G.L. c 62C, § 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the commonwealth relating to taxes.

Signature of: - _____

Bidder, if bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and sworn to before me this _____ day of _____, 20 _____

Notary Public

SEAL

My commission expires _____

Attachment 5:
COMMISSION

**PERCENTAGE OF GROSS AMOUNT COLLECTED TO BE PAID TO
THE HUDSON HOUSING AUTHORITY**

Please state on the line provided below the percentage of commission (percentage of the gross revenue collected from the operation card and/or coin operated clothes washing and drying machines) that you propose paying to HHA for Years 2018 through 2023, Extension Option 1- Years 2023 through 2026 and Extension Option 2 - Years - 2026 through 2029.

BASEBID Five (5) Year Duration of Contract — (Years 1-5) 2018 - 2023

- 1.a With the cost to the users of \$1.00 per load for the washers and \$1.00 per load for the dryers, the bidder offers and agrees, if this bid is accepted, to pay HHA:
_____ % (percent) of the gross income collected from each machine.
- b With the cost to the users of \$1.25 per load for the washers and \$1.25 per load for the dryers, the bidder offers and agrees, if this bid is accepted, to pay HHA:
_____ % (percent) of the gross income collected from each machine
- c With the cost to the users of \$1.50 per load for the washers and \$1.50 per load for the dryers, the bidder offers and agrees, if this bid is accepted, to pay HHA:
_____ % (percent) of the gross income collected from each machine

EXTENSION OPTIONS: 1- (Years 6— 8) 2023 - 2026, 2 - (Years 9-11) 2026 - 2029

- 2.a With the cost to the users of \$1.00 per load for the washers and \$1.00 per load for the dryers, the bidder offers and agrees, as a HHA option, if this bid is accepted, to pay HHA for the period of June 2023 to May 2026:
_____ % (percent) of the gross income collected from each machine.
- b With the cost to the users of \$1.25 per load for the washers and \$1.25 per load for the dryers, the bidder offers and agrees, as a HHA option, if this bid is accepted, to pay HHA for the period of June 2023 to May 2026:
_____ % (percent) of the gross income collected from each machine

- c With the cost to the users of \$1.50 per load for the washers and \$1.50 per load for the dryers, the bidder offers and agrees, as a HHA option, if this bid is accepted, to pay HHA for the period of June 2023 to May 2026:
_____ % (percent) of the gross income collected from each machine
- d With the cost to the users of \$1.00 per load for the washers and \$1.00 per load for the dryers, the bidder offers and agrees, as a HHA option, if this bid is accepted, to pay HHA for the period of June 2026 to May 2029:
_____ % (percent) of the gross income collected from each machine.
- e With the cost to the users of \$1.25 per load for the washers and \$1.25 per load for the dryers, the bidder offers and agrees, as a HHA option, if this bid is accepted, to pay HHA for the period of June 2026 to May 2029:
_____ % (percent) of the gross income collected from each machine
- f With the cost to the users of \$1.50 per load for the washers and \$1.50 per load for the dryers, the bidder offers and agrees, as a HHA option, if this bid is accepted, to pay HHA for the period of June 2026 to May 2029:
_____ % (percent) of the gross income collected from each machine

DATE

NAME OF BIDDER

By:

SIGNATURE

NAME AND TITLE OF PERSON SIGNING BID

BUSINESS ADDRESS

PHONE NUMBER

EMAIL

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of partners if different from business addresses.

Attachment 6:
HHA CONTRACT FOR PROFESSIONAL SERVICES
AGREEMENT

THIS AGREEMENT, by and between the party of the first part, the Hudson Housing Authority, hereinafter called "OWNER", and the party of the second part hereinafter called "CONTRACTOR",

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described by these bid documents hereinafter called the project, for the sum of the yearly contract price and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at his (its and their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in FORM OF GENERAL BID, GENERAL CONDITIONS, Contract Documents as prepared by the Owner.

In accordance with this agreement, the CONTRACTOR agrees to submit invoices monthly after completion of the work.

IN WITNESS WHEREOF, the parties to these presents have executed this contract as dated below.

_____(Contract Price)

_____(Date)

AGREED:

Hudson Housing Authority.(Owner)

(Executive Director)

_____(Company/Contactor)

_____(Signature)

_____(Name)

_____(Title)

_____(Address)

_____(City and State)

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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. 12/31/2011)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, 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)(1)(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)(1)(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)(1) 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)(1)(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)(1)(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)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

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