BEVERLY HOUSING AUTHORITY

SERVICE CONTRACT FOR
MANUAL SNOW REMOVAL SERVICES

Beverly Housing Authority
137 Rear Bridge Street
Beverly, MA 01915

Phone: 978-922-3100

Board of Commissioners:
Tom Bussone, Chairperson
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NOVEMBER 2026

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INVITATION FOR BID

The Beverly Housing Authority invites written responses from contractors regarding the supply of services as described in the specifications for MANUAL SNOW REMOVAL SERVICES.

It is the intent of the Authority to award this contract for the period of December 15, 2026, through December 14, 2027. The Beverly Housing Authority has the option to renew it for up to two additional years, contingent upon satisfactory operations and the availability of funds required to perform Snow Removal. Renewal is at the sole discretion of the Beverly Housing Authority. Because seasonal snow totals vary greatly from year to year, an actual annual cost is unknown but is expected to be approximately $85,000.00.

Each bidder is encouraged to attend **a walk-through of the facilities on Wednesday, November 18, 2026, at 10 a.m.** at the BHA Maintenance Office, 17 Courtney Drive, Beverly, MA 01915.

The Specifications and Bid Forms must be submitted on or before **Wednesday, December 2, 2026, at 2:00 p.m.** to the **Beverly Housing Authority, 137 Rear Bridge Street, Beverly MA 01915** in a sealed envelope endorsed with the name and address of the bidder and clearly marked with the applicable contract name.

The contract will be awarded to the lowest responsible and responsive bidder offering the lowest price. A responsible bidder has the capability, reliability and integrity to fulfil the contract, per M.G.L. Chapter 30B § 2. The Beverly Housing Authority Board of Commissioners reserves the right to award and/or reject any and all bids or proposals for any reason determined to be in the Authority's best interest.

Specifications and bid forms may be obtained at Beverly Housing Authority's website www.beverlyhousing.net.

Or via email from Dawn Goodwin - dgoodwin@beverlyhousing.net

No bid deposit will be required.

The Beverly Housing Authority is an affirmative action/equal opportunity employer/ purchaser.

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Beverly Housing Authority, herein called the Owner, acting by and through its purchasing department and maintenance department, will receive written quotes for its Manual Snow Removal Services, at Beverly Housing Authority public housing developments located throughout the City of Beverly as specified in the Invitation for Bid.

Any quote may be withdrawn prior to the above scheduled due date or authorized postponement thereof. Any quote received after the time and date specified will not be considered. The bidder agrees that this quote shall be good and may not be withdrawn for a period of thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after opening the bids.

2. Location and Work to be done

The Location of the Work to be done is described in Scope of Work and Schedule.

3. Preparation of Bid

Each quote must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bidder is encouraged to attend a walk-through of the facilities on Wednesday, November 18, 2026, at 10:00 am at the BHA Maintenance Office, 17 Courtney Drive, Beverly, Massachusetts.

The bid must be sealed. Each bid must be submitted clearly stating **the name of the bidder, his/her address, and endorsed with the name of the project.**

The following sections must be completed as part of the bid package:

- Form of General Bid
- Acknowledgement of Addenda, if any
- Bid Forms
    - Contractor References and Qualifications
    - Pricing
    - Non-Collusion Certificate and Tax Compliance Certificate.
    - Others: form HUD-5369-A; and Assurance of Compliance Form

4.Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected without opening; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

Bids shall be filed at the Beverly Housing Authority and before the time specified as the bid opening date.

Please note, that in the event the office is closed due to weather, sealed bids will be opened on the next day that the office is open at the same scheduled time.

Bid signatures will be checked.

The total dollar amount of each bid will be read. The bid opening procedure will be closed. The low bidder's references and qualifications will be checked by the housing authority. The Beverly Housing Authority will award the Annual Snow Removal Service Contact to the lowest responsive and responsible bidder.

5. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the Owner that he/she has sufficient ability and experience in this class of work and sufficient capital and plant to enable him/her to complete the work successfully within the time named. The Owner's decision or judgment on these matters will be final, conclusive, and binding.

Bidder shall have a minimum of five (5) years' demonstrated experience performing similar services. The availability and proximity of the contractor's prime business location, as well as experience with public work, shall be considered in its ability to respond to the Beverly Housing Authority. Poor or negative reference(s) may be grounds for rejection.

The Contractor must submit with his/her bid proposal a list of three (3) references, preferably from local housing authorities, municipalities or public entities listing jobs and service contracts which he/she has successfully completed in the past five (5) years of a similar nature, giving the contact's name, address, and email address of these projects so they can be investigated prior to the award of the contract. The Beverly Housing Authority must be included as part of the reference investigation list if services have been provided to the Beverly Housing Authority in the past five (5) years.

The Owner may make such investigations as he/she deems necessary, and the bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

6. Condition of Work

Each bidder must familiarize himself fully with the conditions relating to the services required for the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of

his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her Contract. Insofar as possible the Contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with the work of any Authority Operations.

7. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the Owner.

Every request for such interpretation should be in writing to be sent to **Dawn Goodwin, Director of Modernization and Procurement at dgoodwin@beverlyhousing.net,** and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Contract Documents and available on the Beverly Housing Authority website www.beverlyhousing.net. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

8. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, Federal laws, municipal ordinances, and the rules and regulation of all authorities having jurisdiction over completion of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

9. Information Not Guaranteed

All information given in the Contract Documents relating to property conditions is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the property conditions encountered during services provided will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner , arising from or by reason of any variance which may exist between the information made available and the actual conditions actually encountered during the services provided, except as may otherwise be expressly provided for in the Contract Documents.

10. Bid Security NOT USED

11. Right to Reject Bid

The Owner reserves the right to waive any informality or reject any and all bids and alternate bids, should the Owner deem it to be in the public interest to do so.

The Owner also reserves the right to reject the bid of any bidder that the Owner considers to be unqualified based on the criteria set forth in Article 5 herein.

12. Time for Completion

The bidder must agree to commence work and to fully complete the service within the time limit stated in SCOPE OF WORK AND SCHEDULE.

13. Comparison of Bids

In the event that there is a discrepancy in FORM OF GENERAL BID in pricing written in words and figures, the prices written in words will govern.

14. Rule for Award of Contract

The Contract will be awarded to "the lowest responsive and responsible bidder" for the Total Price Bid pursuant to Massachusetts General Laws Chapter 30B. Such a bidder has the capability, reliability, and integrity necessary for the faithful performance of the work. A responsive bidder is defined by M.G.L. c. 30B as a person or firm who has submitted a bid that conforms to all respects to the invitation for bids. A responsible bidder is one who has the capability to perform fully the contract requirements, and the integrity and reliability that assure good faith performance. No 50% payment bond will be required.

15. Statutes Regulating Competitive Bidding

Any bid that does not comply with the provisions of Massachusetts General Laws Chapter 30B need not be accepted and the Owner may reject every such bid.

16. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27H, as amended, or U.S. Department of Labor Davis-Bacon no not apply to this project.

17. Bid Items Not Guaranteed

The successful bidder is not guaranteed all items or the total bid price under this contract. Bidders must understand that like items will be bid under other contracts specifically packaged as one complete project. The successful bidder has no right to similar items bid under other projects. The Beverly Housing Authority will specify where and when this contract will be applied.

FORM OF GENERAL BID

Bid of_____(hereinafter called "Bidder")*

( ) a corporation, organized and existing under the laws of the state of

( ) a partnership

( ) a joint venture

( ) an individual doing business as

To the Beverly Housing Authority, (hereinafter called "Owner").

The bidder, in compliance with your invitation for bids, having examined the Contract Documents and being familiar with all of the conditions surrounding the completion of the proposed project including the availability of materials and labor, hereby propose to furnish all labor, materials, and supplies, and to complete the project in accordance with the Contract Documents within the time set forth in the agreement, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, or which this proposal is a part.

---

*Insert corporation, partnership or individual as applicable.

ADDENDA

Bidder acknowledges receipt of the following addenda:

No.	Dated:
No.	Dated:
No.	Dated:
No.	Dated:
No.	Dated:

BID FORMS

A. Contract Agreement

The undersigned proposes to furnish all labor as required by the Beverly Housing Authority in accordance with the accompanying specifications, requirements, terms and conditions contained herein for the contract price specified.

Signature: _____

Name (Printed): _____

Title: _____ Date: _____

B. References and Qualifications

1. Have been in business under present name for _____ years.

2. Do you have at least five (5) years demonstrated experience performing similar services?

   Yes No

3. Do you have the vehicles and licensed personnel capable of performing the requested services within the required response time?

   Yes No

4. Do you possess adequate labor and management capabilities to effectively service this contract over the anticipated term, including all renewal options?

   Yes No

5. In what city or town is your primary place of business located and may we visit your facilities? _____

   Yes No

6. Have you or your firm ever been terminated on an awarded contract, or have you ever otherwise failed to complete any work awarded?

   Yes No

   If "yes," attach a description of the circumstances on a separate sheet.

The Contractor must submit with his/her bid proposal a list of three (3) references, preferably from local housing authorities, municipalities or public entities listing similar jobs and service contracts which he/she has successfully completed in the past five (5) years.

Business/Municipality/LHA/Other:_____

Contact Name: _____ Phone: _____

Address: _____

Email Address: _____

Contract Term/Year(s): _____ Total Value: _____

Business/Municipality/LHA/Other:_____

_____

Contact Name: _____ Phone: _____

Address: _____

Email Address: _____

Contract Term/Year(s): _____ Total Value: _____

Business/Municipality/LHA/Other:_____

Contact Name: _____ Phone: _____

Address: _____

Email Address: _____

Contract Term/Year(s): _____ Total Value: _____

C. PRICE PROPOSAL - TO THE AWARDING AUTHORITY

A. The undersigned proposes to furnish all labor required for Snow and Ice Removal Services, namely snow blowing and shoveling of sidewalks, walkways, and stairs and application of ice melt/sand salt at ten (10) elderly public housing development and eight (8) handicapped accessible family public housing units (when necessary) in Beverly, Massachusetts for a contract period of up to twelve (12) months in accordance with the Scope of Work prepared by the Beverly Housing Authority for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda number(s): _____.

C. The proposed contract price is:

Low Bidder will be based on the Sum Total (Price line 1 + Price Line 2)

Snow Removal Foreman/Supervisor

Hourly Rate x 1 (one per event) $_____ X 150 Hours PRICE 1. $_____

Snow Removal Laborer

Hourly Rate x 13 Shovelers $_____ X 150 Hours PRICE 2. $_____

TOTAL (add line 1 + 2) $_____

D. **The proposed contract price is:**

_____ **$_____**

(Bid Amount in WORDS) (Bid Amount in NUMBERS)

E. The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all the other elements of labor employed or to be employed on the Work and that they will comply with all laws and regulations applicable to awards made subject to M.G.L c. 30B.

F. The undersigned further certifies the penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. The undersigned further certifies under the penalty of perjury that the undersigned is not debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29 § 29F or any other applicable debarment provision of any other chapter of the General Laws. As used in this certification the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.

_____

(DATE)

_____

(NAME OF GENERAL BIDDER)

The Beverly Housing Authority will award this contract as a firm fixed price contract. Prices fixed at the time of the award will not be subject to any adjustments.

D. Non-Collusion Certificate

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: _____ *Date:* _____

Print Name: _____

Title: _____

Name of Business: _____

E. Tax Compliance Certificate

Pursuant to M.G.L. Chapter 62C, Chapter 49A, and Chapter 151A, Section 19A, I do hereby certify under the penalties of perjury that my company has filed all state tax returns and paid all taxes required by law and complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.

Signature: _____ *Date:* _____

Print Name: _____

Title: _____

Name of Business: _____

AGREEMENT

THIS AGREEMENT, by and between the party of the first part, the Beverly 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 service described by these bid documents hereinafter called the Annual Manual Snow Removal Services, 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/her (its and their) own proper cost superintendence, labor, and insurance for 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 the completion of each snow event.

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

(Contract Price) TO BE INSERTED WITH AWARD OF CONTRACT
AGREED:

Beverly Housing Authority, (Owner)

_____
(Executive Director)

_____
(Company/Contractor)

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Address)

_____
(City, State and Zip Code)

SCOPE OF WORK AND SCHEDULE

MANUAL SNOW REMOVAL SERVICES

I. General Purpose

This bid is solicited for the purpose of procuring services to provide manual snow removal, namely pretreating surfaces with ice melt/sand/salt, snow blowing sidewalks and walkways, shoveling stairs to entrance doors, and reapplying ice melt/sand/salt as needed at specific areas owned by the Authority within Beverly for a minimum of one year with the option to extend annually for an additional two years.

II. Scope of Work

A. General Requirements

1) Contractor shall furnish all labor as required for work in all buildings in accordance with all specifications. The Beverly Housing Authority will provide shovels, snow blowers, gasoline, ice melt, sand, and/or salt as needed.

2) The contractor should have a minimum of 5 years' experience in the snow removal industry.

3) The contractor shall give personal supervision (one per snow event) to the work and shall employ an efficient number of competent workmen who are experienced thoroughly in this type of work. The contractor may employ his/her own subcontractors in order to perform the work to be done. He shall be held responsible for all damages to such services or equipment, or damage caused by such services, if such damage were caused by his/her subcontractors' use of such services or equipment.

4) Unit prices submitted on bid forms will be effective for one year from the date of award of the contract and can be extended for an additional two years (in one-year increments) by written agreement between the Beverly Housing Authority and the successful bidder. The Beverly Housing Authority shall have the unilateral option to extend the contract.

5) All work shall be performed in strict conformity with all laws, regulations, and ordinances of the federal, state, and municipal governments and all departments and bureaus thereof having jurisdiction.

6) All persons operating a motor vehicle on the owner's property must have a copy of the required motor vehicle license on file.

7) A time/date machine (punch clock) will be provided at a specified location for all workers to punch-in for work and punch-out when not working. Non payable work time includes lunches, dinners, and rest periods. Workers must be performing snow removal activities to be "on the clock" and receiving an hourly wage.

8) Prices shall include all travel and mileage costs. No separate travel, truck, or equipment charges will be accepted. No other method or items of compensation shall be paid other than the basis specified herein.

9) Invoicing for work must be done after each snow event. The contractor may only invoice for work completed. The invoice must include a list of one supervisor, employees, date, and total number of hours for each day of a snow event per individual. Not all employees are expected to work the same hours. This list will be compared to the timecards completed and signed by each employee for each day of a snow event. **Invoices for services must be received within 30 days of a snow event. Invoices received after 30 days will not be processed.**

10) Work performed during a specific fiscal year must be submitted before the end of that fiscal year. Work performed at or near the end of any fiscal year (MARCH 31st) must be invoiced immediately.

11) The Authority reserves the right to adjust any bill for any work not performed or not performed according to these specifications.

12) Purchases made by the Beverly Housing Authority are exempt from state and federal taxes and material prices must exclude such taxes. Tax exemption certificates will be furnished upon request.

13) During the course of snow removal, the Contractor shall be responsible for the moving of any or all obstacles that may be in the way or damaged within the work path.

14) Any property damaged by the contractor in carrying out the provisions of this contract shall be restored to its original condition by and at the expense of the contractor.

15) All material and debris shall be cleaned up immediately and removed from the property, leaving the premises in a clean condition after snow removal activity. The cost of all such disposal shall be borne by the Contractor.

B. Detailed Specifications

The Contractor will supply **ALL labor for MANUAL SNOW REMOVAL SERVICES** for Beverly Housing Authority (BHA).

The contract is for **12 months** and shall commence on or about December 15, 2026, and end on or about December 14, 2027.

The following BHA developments are included in the Scope of Work. Please note that most of the developments are elderly housing developments, except for the eight (8) handicap accessible unit locations (4 duplexes) (BHA staff will inform Contractor if ice treatment or snow removal services are needed at HA units).

Development	Address
Chestnut Park	1-18 Chestnut Park

Cedar Street Apartments	10 Cedar Street
Kelleher Road Apartments	1-54 Kelleher Road
Essex Street Apartment	245 Essex Street
Balch Street Apartment	45 Balch Street
Roger Conant and Herrick Street Apartments	77 Sohier Road
Upton Place	137 Bridge Street
Federal Street Apartments	22 Federal Street
Garden City Towers	20 Sohier Road

Handicap Accessible Units:

Handicapped accessible units will receive snow removal services, i.e., pretreatment, removal of ice/snow from sidewalks, walkways, and stairs at both front and rear entrances, as needed. BHA maintenance staff will inform the contractor when this service is needed.

11 & 12 Memorial Drive
17, 18, 31, & 32 Hilltop Drive
50 & 52 Courtney Drive

The Contractor will identify and assign a Supervisor to the Beverly Housing Authority account who will work with BHA's Maintenance Supervisor. The Supervisor assigned by the Contractor must be reachable directly 24 hours a day.

Duties shall include the following:

- Pre-treatment when necessary, using the appropriate product for various services (concrete, asphalt, etc.)
- Shoveling
- Snow Blowing
- Sanding and salting, where appropriate

All areas of each property are included such as:

- Sidewalks, including strategic and convenient outlets to the street
- Walkways
- Stairways and landings
- Ramps
- Hydrants, vets, ducts, dumpsters, and other areas necessary for safety

Pre-treatment should be performed when weather conditions apply. Additionally, the BHA may request pre-treatment of areas. The BHA will provide the materials.

Snow removal efforts must begin at the accumulation of one (1) inch of snow and should continue until work is complete. Snow and ice must be removed from the aforementioned areas down to the bare pavement from curb to curb, fully removed to permit safe foot traffic, and prevent slip/fall accidents. Snow and ice must be shoveled, or snow blown to appropriate areas so as not to block access for vehicles, pedestrians, trash trucks, etc. There must be sufficient labor to accomplish snow removal in a normal and reasonable amount of time. Entrances and exits must be clear at all times and snow must not accumulate more than 2 inches in front of main entrances to allow for emergency equipment to access the buildings.

Salting and deicing operations should be performed in the event of ice conditions. Contractor must return and check for any melting and refreezing. Surfaces must be retreated, as necessary.

Contractor must have adequate personnel to respond during storms. Contractor must respond within 1 hour when requested by the BHA.

Contractor must respond to requests for service for any conditions that may require it.

The Contractor must provide up-to-date general liability insurance and workers' compensation insurance prior to the award of the contract.

Prior to the first snowstorm, the Contractor will inspect the BHA properties with the BHA's Maintenance Supervisor for any defects or damage. Pre-existing defects/damage found during the pre-inspection will be recorded and agreed upon by both the BHA and Contractor. Any damage found to be caused by the Contractor after the pre-inspection and not recorded as pre-existing will be the responsibility of the Contractor or his/her insurance company to repair.

CONDUCT OF WORK

All units will be occupied during snow removal operation. The Contractor shall take all necessary precautions to ensure public safety and convenience of the residents while working on BHA properties.

PAYMENT

Payments shall be made at a minimum monthly upon completion of contract work and upon submission of a detailed invoice noting the date(s) of the service, the locations served, total number of workers (number of laborers and one supervisor), and hours worked for each date multiplied by the hourly rate paid. All Contractor employees will sign-in at BHA properties for work via a time clock. BHA maintenance personnel will monitor snow events to confirm the number of workers and hours worked. Invoices for services rendered must be received within 30 days of the ice/snow event. Invoices received after the 30-days will not be processed.

Contract Terms and Conditions:

1) The contractor shall indemnify and hold harmless the Beverly Housing Authority, and all of its officers, agents and employees against all suits, claims, and liabilities of every name and nature for any injuries to persons or damage to property arising out of or relating to any acts of, or failure to act by, the Contractor, his/her employees, agents, or subcontractors, in the performance of the work of this contract or failure to comply with the terms and conditions of the contract.

2) The Beverly Housing Authority reserves the right to cancel the contract on fifteen (15) days-notice and to award the contract to the next lowest bidder on evidence of the contractor's failure to perform in accordance with specifications, and the contractor shall have no legal recourse or claim against the Owner.

3) The Beverly Housing Authority may cancel this contract at any time without cause upon thirty-days prior notice. Upon termination, the Contractor is only entitled to be paid for work performed and completed and not for lost profits and/or any indirect overhead costs.

4) The contractor shall conform to all requirements of federal, state, and local laws.

5) Copies of all certifications and licenses for personnel utilized during the term of the contract must be updated, kept current, and maintained on file with the Beverly Housing Authority during the term of the contract.

6) There must be no assignment to third parties unless expressly agreed to in writing.

7) By submitting a bid, the contractor agrees to execute the contract, provide insurance certificates, and other required documents, and to commence work within the time limits specified herein.

8) The contract shall be considered to include all terms and conditions required to be included in it by Massachusetts General Laws, as amended, as though such terms were set forth in full therein.

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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)(I) 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)(I) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

13. Bidder's Signature

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

_____
(Signature and Date)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Company Name)

(Company Address)

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:]

TO BE SUBMITTED WITH OWNER-CONTRACTOR AGREEMENT

ASSURANCE OF COMPLIANCE (SECTION 3, HUD ACTS OF 1968) TRAINING, EMPLOYMENT; AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

24 CFR Part 135 as listed in standard HUD forms included in this contract is superseded by new Section 3 regulations found at 24 CFR Part 75.

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.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, 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 Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contactor has collective bargaining agreements 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 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 work shall begin. Notices of employment opportunities for work performed by both the contractor and any subcontractors in conjunction with this contract must be provided to the owner for posting on the owner's website.

The contractor agrees to include this section 3 clause in every subcontract, 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 has been in violation of the regulations of 24 CFR Part 75.
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 whom the regulations at 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligation under 24 CFR Part 75. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Date: _____ CONTRACTOR: _____

ADDRESS: _____

_____

AUTHORIZED SIGNATURE: _____