

**NORTH ADAMS HOUSING AUTHORITY
HALO HOMES, INC.
JOINT REQUEST FOR PROPOSALS (RFP)
INTERNET INFRASTRUCTURE FOR SELECTED SITES**

NOVEMBER 3, 2021

North Adams Housing Authority (NAHA)

Halo Homes, Inc. (HALO)

Joint Request for Proposals (RFP)

Internet Infrastructure for Selected Sites

PROPOSAL SUBMISSION:

All proposals must be received via electronic submission through Project Dog no later than **4:00 PM** Eastern Daylight Time, **December 23, 2021**. A site walkthrough is scheduled for **Tuesday November 16, 2021 at 10:00 AM at 150 Ashland Street North Adams MA**

NORTH ADAMS HOUSING AUTHORITY (NAHA)

HALO HOMES, INC.

INTERNET INFRASTRUCTURE FOR SELECTED SITES

Attn: Jennifer Hohn, Executive Director

150 Ashland Street

North Adams, MA 01247

Email: Jen@northadamsha.com

All quotes submitted are subject to these instructions and the Instructions to the Offerors, Non-Construction form HUD 5369 B.

North Adams Housing Authority:

1. Reserves the right to reject any or all proposals, to waive informality in the RFP process, or to terminate the process at any time, if deemed to be in its best interest.
2. Reserves the right not to award a contract pursuant to this RFP.

3. Reserves the right to terminate a contract award pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
4. Reserves the right to determine days, hours, and locations that the successful proposer(s) shall provide services called for in this RFP.
5. Reserves the rights to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the NAHA Executive Director (ED).
6. Reserves the right to negotiate the fees proposed by the proposer entity.
7. Reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
8. Shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

Part I. Introduction and Overview

The North Adams Housing Authority (the NAHA) is a municipal agency created under the laws of the Commonwealth of Massachusetts. The NAHA's mission is to provide affordable and decent housing opportunities for the community of area low and moderate-income families, senior citizens and individuals with disabilities. We assist individuals and families in navigating the path to personal and economic independence, and we provide solutions for seniors and people with special needs on limited fixed incomes to live and thrive in our community. NAHA receives funding from the U.S. Department of Housing and Urban Development for the operation and modernization of low income housing owned and/or operated by the Housing Authority. The NAHA anticipates that such housing pursuant to HUD's Rental Administration Demonstration (RAD) Program will in the near future be transferred to a government instrumentality known as HALO Homes, Inc., a Massachusetts nonprofit corporation, (HALO) that is affiliated with and controlled by NAHA.

HALO, in conjunction with NAHA, is requesting proposals to provide internet WIFI Access for their offices and all of their 304 housing units in North Adams, Massachusetts in their Greylock Village, Riverview Apartments, Ashland and Spring Street residential communities.

Part II. Scope of Services

1.0 Summary

North Adams Housing Authority is requesting proposals from qualified firms (Vendors) to create a Housing Area Resident wireless (Wi-Fi) network within specific housing areas. The scope of services includes the following: (1) system design, (2) equipment and licensing provision, (3) Internet Service identification and/or provision, (4) installation, (5) the warranty as described hereinafter, and (6) system monitoring, maintenance and upkeep. North Adams Housing Authority has identified areas where the provision of Wi-Fi is the focus of this Request for Proposals. Those areas are as follows:

Ashland Park Apartments 150 Ashland St North Adams, MA 01247 - 8 Floors, 126 Units - Office Areas	Spring Park Apartments 45 Spring St. North Adams, MA 01247 - 5 Floors, 53 Units
Greylock Valley Apartments 48 Angeli St. North Adams, MA 01247 - 2 Story Townhouses, 96 Units - Office Areas	Riverview Apartments 90 Lincoln St. North Adams, MA 01247 - 2 Story Townhouses, 30 Units

The system is expected to provide a strong signal to the indoor areas of the entire coverage area with service to any outside common areas being a desirable feature but not the primary focus of the project. The project must be completed by no later than May 31, 2022.

2.0 Vendor Scope

2.1 Introduction

The North Adams Housing Authority is seeking proposals from qualified respondents interested in providing the services as described in this request for proposals (“RFP”). The primary purpose of the Housing Area Resident Wi-Fi network is to provide internet accessibility to residents in our housing areas with accessory accessibility for NAHA and HALO Homes offices.

2.2 Project Purpose

The system will provide no-fee public access to the Internet within the coverage area and will be able to accommodate needs of residents who reside in specific NAHA housing areas. NAHA requests that all proposals provide an ability to limit the access to the Internet connection to only those authorized by NAHA management and provide for manual suspension and termination of services.

2.3 Project Description

The objective of the Housing Area Resident Wi-Fi project is to provide standard 802.11b/g or better Wi-Fi access to business and consumer class Wi-Fi devices found in notebook computers, tablets, smartphones, and other devices.

The indoor coverage area should extend to all areas of residence and common areas. Although no estimate can be provided as to the expected service loads, it will be incumbent upon the vendor to provide user and packet prioritization to ensure guaranteed adequate bandwidth for system use. The system must support roaming capabilities within the coverage area on a symmetrical 100MB internet connection. Proposals should include estimates for the number of client connections per zone, maintaining a preferred connection speed of 20Mbps. Proposed plans providing the required minimum coverage will rate highly.

The proposing firm shall include plans to assume maintenance, support, administration, and management of the Wi-Fi network, and to comply with a negotiated Service Level Agreement. In addition, NAHA intends to enter contract to provide the service for 5 years. Follow-on years must be considered by the proposing firm.

Management capabilities of the Wi-Fi network must include software utilities to administer and manage user sessions. The management utilities should also include the ability to restrict users by identity. Network management capabilities should also include the ability to track and report anonymous use statistics. These statistics will support the ability to analyze and track system performance and provide metrics for system improvements.

Internal network use, that is to say use by NAHA for NAHA business, shall be made accessible within the network via Wi-Fi and physical network solutions. Example of such use would be for internal surveillance equipment, staff internet access and residential unit IOT devices managed by NAHA such as sensors and dwelling automation devices. With this consideration, it will be necessary to consider horizontal implications so that none of our internal infrastructure will be disturbed unless to migrate to the newly installed shared infrastructure.

- Network bandwidth priority must be adjustable so that proper operations of existing and future NAHA network infrastructure can be maintained.

Ashland and Spring Park Apartments shall have their networks bridged together via physical cable connections such as Cat6, fiber optic or better in order to share the existing fiber connection drop located at Ashland Park.

Greylock Valley and Riverview Apartments networks each must connect each building via buried physical Cat6, fiber optic, or better connections and provide for redundancy to avoid single points of failure.

The qualified firm (vendor) will propose a solution and equipment that would best meet NAHA's stated goals.

2.4 Performance Expectations

2.4.1 Aesthetics

All equipment (access points, antennas, customer-premises equipment (CPEs), power supplies, etc.) should not negatively impact the appearance of publicly visible areas, and NAHA-owned property.

2.4.2 Frequency Coordination and RF Analysis

NAHA will assume that any design planning will incorporate analysis of existing RF frequencies and signal strengths, enabling frequency coordination with existing Wi-Fi networks and the proactive design and maintenance of equipment. NAHA may arrange vendor access to NAHA-owned facilities to facilitate site surveys.

2.4.3 Security

Proposed equipment must offer the latest security methods utilizing industry-standard technologies. The system must be upgradeable by way of firmware, software, or other upgrades as new security technologies are standardized.

2.4.4 Back Haul ISP

NAHA does not currently have NAHA-provided Internet service in the coverage area however fiber drops are already installed in 3 of the four locations listed. NAHA

expects that the proposal will include options for acquiring or providing Internet service for the Wi-Fi network.

2.4.5 Performance and Reliability

Any implemented network should maintain a minimum of 95% uptime of any managed device and connectivity. The proposed coverage area should have less than 10% geographic gap coverage of little to no signal strength, while maintaining average latency levels to not exceed 50-70ms. The system must have “self-healing” capabilities in the event of device failure, “hangs,” or connectivity problems. Contact and support numbers and information will be provided to report and escalate outages and/or other unanticipated network issues.

2.4.6 Physical Requirements

All outdoor equipment must operate in an ambient temperature range of -40 degrees to +140 degrees Fahrenheit, have enclosure and cable connections that are locked and accessible by NAHA authorized personnel, tamper-proof, weatherproof and able to withstand shock and vibration and high wind speeds.

All plans regarding physical installations of equipment and cabling shall be provided prior to execution including manufacturer and model information as well as applicable licensing information.

2.4.7 Orientation

The proposing firm will provide orientation that will properly prepare NAHA staff in the use, management services and any planned and unplanned maintenance.

2.4.8 Warranty and Post Implementation Support

The proposing vendor will provide manufacturer and vendor warranties on equipment and installation services covering firmware, hardware and software.

3.0 Scope of Services

Vendors must submit a detailed scope of work outlining the project plan, tasks, scheduling, and milestone events. In general, NAHA anticipates a “turnkey” full-service process. To that end, services are expected to include, at a minimum, the following:

- System design
- All necessary equipment including access points, antennas, CPEs, power supplies, etc.
- Suitable locations for mounting equipment. (Please note: the selected bidder will be required to work with, and receive approval from, NAHA Asset Management Department and other departments for the use of NAHA infrastructure for the mounting of equipment. Further, NAHA will provide as much assistance as possible in negotiating potential infrastructure locations involving NAHA Housing Areas.)

- All installation services for all equipment (The vendor will be responsible for securing any required permits, if applicable; these may be no-fee permits.)
- All necessary software and latest firmware updates
- All necessary testing to assure acceptable service in the coverage area
- Provision and management of the manufacturer's warranty
- Any necessary training to NAHA staff
- Options for back haul Internet service for the Wi-Fi network
- Post-installation support of the system, as needed

4.0 General Requirements

The contract will be awarded only to a responsible vendor. To qualify, a prospective vendor (Vendor) must meet the following standards, as they pertain to this Request for Proposals.

4.1 The Vendor must have adequate technical and financial resources and equipment for performance, or have the ability to obtain and to manage such resources and equipment as required during the performance period of the proposed contract.

4.2 The Vendor must have the necessary experience, organization, technical qualifications, skills and facilities or have the ability to obtain and to manage them (including any sub-consultant requirements).

4.3 The Vendor must be able to comply with the proposed or required performance schedule.

4.4 The Vendor must have a satisfactory record of contractual performance.

4.5 The Vendor must maintain the auditable records, documents and papers for inspection by authorized NAHA representatives.

5.0 Performance Standards

5.1 If the Vendor does not have the system installed and operational by contracted date, the Vendor will not be paid.

5.2 The ED may waive the fee reductions at her discretion after discussing extenuating circumstances with the Contractor. Such waiver shall be in writing at the time of the service.

6.0 Contract Terms and Conditions

6.1 Contract Term 6.1.1 The Authority intends to enter into a five year contract with the successful offeror(s) selected to provide the services.

6.2 Indefinite Quantities Contract (IQC) NAHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, but will reserve the right to award work on an as-needed basis.

6.2.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount: As may be further detailed herein, as the ensuing contract will be an Indefinite Quantities Contract

(IQC), which, pursuant to HUD regulation, requires NAHA to award the responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$100; (b) NMCA: \$700,000. NAHA reserves the right to adjust these amounts, if in its best interest to do so, prior to contract approval.

Part III. Evaluation and Selection.

The following shall be essential terms and conditions of any agreement resulting from this solicitation:

6.3 Termination. NAHA shall have the right to terminate this Agreement at any time. NAHA reserves the right to terminate this Agreement for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to the selected Vendor (Contractor). Payment to the Contractor shall be made for work performed prior to receipt of the termination notice, together with the Contractor's cost for closing down its work, and the Contractor shall have no claim for loss of anticipated profits or any additional compensation.

6.4 Breach of Agreement. If the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner or if it shall violate any of the terms of this Agreement, the NAHA shall have the right to immediately terminate such contract and withhold payments in excess of fair compensation for work completed. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable Federal, State or Local laws or regulations.

Notwithstanding the above, the Contractor shall not be relieved of liability to the NAHA for damages sustained by virtue of any breach of the Contractor.

6.5 Modification of Agreement. Such Agreement may be modified only by written amendment executed by all parties.

6.6 Partnerships/Joint Ventures. Such Agreement shall not in any way be construed or intended to create a partnership or joint venture between the parties or among any of the parties. None of the parties of such Agreement shall hold itself out in a manner contrary to the terms of this. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this.

6.7 Waiver. No waiver of any provision of such Agreement shall affect the right of the NANA thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

6.8 Gratuities and Kickbacks.

6.8.1 Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or

former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

6.8.2 Kickback. It shall be a breach of ethical standards for any payment gratuity or offer of employment to be made by or on behalf of a sub consultant under a contract to the prime contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

6.8.3 Indemnification. The Contractor shall agree to indemnify and hold the NAHA, its officers, agents and/or employees harmless from and against any and all lawsuits, damages and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed and/or threatened against the NAHA, its officials, agents and/or employees for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of the Contractor and/or the Contractor's servants, agents and/or employees.

6.8.4 Assignment-Consent Required. The provisions of such Agreement shall be to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Such Agreement nor any of the rights and obligations of the Contractor hereunder shall not be assigned, subcontracted or transferred in whole or in part without the prior written consent of the NAHA. Any such assignment, transfer or subcontract shall not release the Contractor from its obligation hereunder. Any approved assignee shall assume each and every obligation of the Contractor hereunder and NAHA may contract with or reimburse any such assignee without waiving any of its rights against the Contractor.

6.8.5 Entire Agreement. Such Agreement shall set forth the entire Agreement between the parties with respect to the subject matter hereof, and shall govern the respective duties and obligations of the parties until and unless a more formal Agreement is entered into between the parties.

6.8.6 Force Majeure. No party to such Agreement shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by any act of God, force majeure, storm, fire, casualty, civil disturbance, riot, war, national emergency, act of Government, act of public enemy or other cause of similar nature beyond its control.

1. Basis for award. The property management services contract will be awarded to the vendor whose quote is determined by HALO and NAHA to be most advantageous to HALO and the Housing Authority, with the below factors considered.

2. Format – The submittal shall be arranged in the following format and sequence and will be evaluated using the four factors and assigned values listed below:

2.1 Letter of Interest – The letter should identify the proposer’s interest in the project, show complete understanding of NAHA’s needs and briefly explain why the proposer feels it is best qualified to undertake this engagement. Identify the principal staff who would be assigned to this engagement.

2.2 The Technical Approach and the Response Plan(s) – A detailed description of the approach and proposed work plan; and expected timeframes for completion of project work.

2.3 Demonstrated Experience in Similar Engagements – The prior experience identified by the proposer in similar engagements. The proposer will provide contact information on references for prior clients with similar engagements and provide a brief description of the role the proposer played in each engagement.

2.4 Proposed Fees – Proposed cost for equipment, installation, configuration, training, and maintenance/support shall be submitted by the proposer via email and clearly labeled “Proposed Fees.” Fees shall be broken into a Monthly Flat Fee for support and hourly fees for projects falling outside the standard scope of support.

2.5 Electronic Bidding – Bidders shall download RFP and submit bids through Project Dog. Project number # 846662. See Appendix for Project Dog instructions.

3.1 Evaluation Factors. The following factors will be utilized by the NAHA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal and online (“online,” specifically, the pricing submitted online):

FACTOR DESCRIPTION

1 – 20 points – Objective – The PROPOSED COSTS submitted by the proposer in response to this RFP.

2 – 20 points – Subjective (Technical) – the proposer’s DEMONSTRATED UNDERSTANDING of the NAHA’s REQUIREMENT.

3 – 15 points – Subjective (Technical) – The APPROPRIATENESS of the TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED.

4 – **15 points** – Subjective – (Technical) The proposer’s TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein).

5 – **30 points** – Subjective – (Technical) The proposer’s DEMONSTRATED EXPERIENCE in performing similar work and the proposer’s DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, value added, schedules and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.

Total Possible Points: 100

3.2 Initial Evaluation for Responsiveness: Each proposal received will first be evaluated for responsiveness (i.e., meets the minimum requirements).

3.6 Evaluation. The committee will evaluate and award points pertaining to Evaluation Factors No. 2 through 5. Upon final completion of the proposal evaluation process, the evaluation committee will review factor No. 1 (Pricing) to make a final recommendation.

3.6.1 Evaluation Committee. The NAHA anticipates that it will select a minimum of a two-person committee (such committee may consist of the Executive Director, any NAHA or HALO Homes employee, agent, consultant or contractor) to evaluate each of the proposals submitted in response to this RPF. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identify of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

3.7 Negotiations. The NAHA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the NAHA in as timely a manner as possible, but in any case, within no longer than 10 days, after the beginning of such negotiations with the firms deemed to be in the competitive range.

3.8 Ties. In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

3.9 Restrictions. All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the NAHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the NAHA evaluation committee.

.24.0 Cost Incurred in Responding

4.1 All costs directly or indirectly related to preparation of a response to the Request for Proposal, or any oral presentation required to supplement and/or clarify the submittal which may be required by the NAHA shall be the sole responsibility of and shall be borne by Offeror.

4.2 Each firm by submitting its Proposal waives any claim for liability against the NAHA as to loss, injury and cost or expenses, which may be incurred as a consequence of its response to this document.

Part IV. Other Relevant Information

The contract pursuant to this RFP is deemed to include:

1. The specific contract document to be provided to NAHA.
2. This RFP in its entirety.
3. Required HUD forms:

* Form HUD 5369-A, Instructions to Offerors – Non-construction, is included in the Appendix and is part of the RFP. It is the vendor's responsibility to carefully review the provisions.

* Form HUD 5370-C, General Conditions for Non-Construction Contracts, Section 1, is deemed to be a part of this RFP and the contract awarded under the RFP. The vendor is expected to fully comply with this contract form.

4. The vendor is expected to provide all labor and materials necessary to accomplish the Scope of Services contained in Part II of this RFP.
5. The bank will be paid upon completion of the contract and satisfaction of all contract and deliverable requirements contained in this RFP.

6. INSURANCE

6.A. Worker's Compensation Insurance. Providing coverage compliance with the laws of the state in which any part of the work is to be performed, and if appropriate, Employer's Liability Coverage in the minimum amount of \$100,000 for each occurrence.

6.B. Automobile Liability Insurance. Bodily injury and property damage combined single limit in the minimum amount of \$250,000 for each occurrence, \$500,000 aggregate.

6.C. Consultant's Professional Liability Insurance. Bodily injury and property damage combined single limit in the minimum amount of \$250,000 each occurrence, \$500,000 aggregate.

7. LICENSING & BUSINESS REQUIREMENTS

The Offeror is responsible to comply with all licensing and requirements and associated business regulations whether Local, State or Federal. It is the responsibility of the potential Contractor to determine the applicability of any rule, regulation or other requirement.

8. EQUAL EMPLOYMENT OPPORTUNITY

The Offeror shall affirm that it does not subscribe to any personnel policy which permits or allows for discrimination in the employment, promotion, demotion, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age, gender or physical handicap.

9. DIVERSITY BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

Consistent with Presidential Executive Orders 11625, 12138, and 12432, the proposer shall make efforts to ensure that minority, women and small business enterprises businesses are utilized when possible. Efforts to achieve minority, women and small business participation shall include, but shall not be limited to:

- a)** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b)** Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- c)** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- d)** Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- e)** Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;
- f)** Firms submitting proposals are encouraged to consider subcontracting portions of the engagement to small audit firms or audit firms owned or controlled by socially and economically disadvantaged individuals. If this is done, that fact and the name of the proposed subcontracting firm must be clearly identified in the Proposal. Following the award of the audit contract, no additional subcontracting will be allowed without the prior express written consent of the NAHA.

10. TITLE VI

The NAHA Authority prohibits discrimination in all of its programs and activities on the basis of race, color or national origin. The agency will comply with all statutes and regulations of Title VI of the Civil Rights Act of 1964. No person should be excluded from participation in or be denied the benefit of or be subjected to discrimination under any program or service provided by or affiliated with NAHA on the basis of non-merit reasons. To file a complaint of discrimination, write or call Jennifer Hohn, Executive Director, NAHA, 150 Ashland Street, North Adams, MA 01247.

11. ASSIGNABILITY TO HALO HOMES, INC.

All contracts for the project must be assignable to Halo Homes, Inc. at the option of the North Adams Housing Authority.

APPENDIX
Forms, Bidding instructions, floorplans

**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)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder'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)

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. 1/01/2014)

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

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

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

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 there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

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

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

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

Projectdog, Inc

Supplemental Instructions to Bidders for Electronic Bid Projects (E-Bid)

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Sign Up

Every user of Projectdog.com has a unique username and password for their account. **MANDATORY:**
All users must keep usernames and passwords PRIVATE and SECURE. Do not share accounts.

1. Go to www.Projectdog.com.
2. Select the “Sign Up” (Fig 1).
3. Complete all required form fields and press Submit.
An automatic email will be sent to the registered email.
4. Select the confirmation link in the email to complete the registration.

Login

1. Go to www.Projectdog.com.
2. Enter a registered email address and password (Fig 1).
3. Press Login.

Logoff

1. Hover over Home (Fig 2).
2. Select “Logoff”.

Forgotten Password

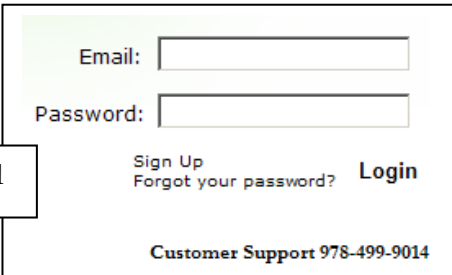
1. Select “Forgot your password?” (Fig 3).
2. Enter the e-mail address.
3. Select “Send Info”. An automated e-mail will be sent with the password.

Account Information

View and edit user contact information. To change an email address, users must register a new account. Call Projectdog to have the old account removed.

1. Hover over Home (Fig 4).
2. Click “My Information”.
3. Edit information as needed.
4. Click “Save” to finalize edits.

Fig 1



Email:

Password:

[Sign Up](#) [Forgot your password?](#) [Login](#)

Customer Support 978-499-9014

Fig 2



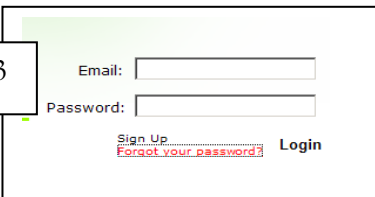
Projectdog

[Home](#) [Project Central](#) [Company](#)

[My Information](#)

[Logoff](#)

Fig 3

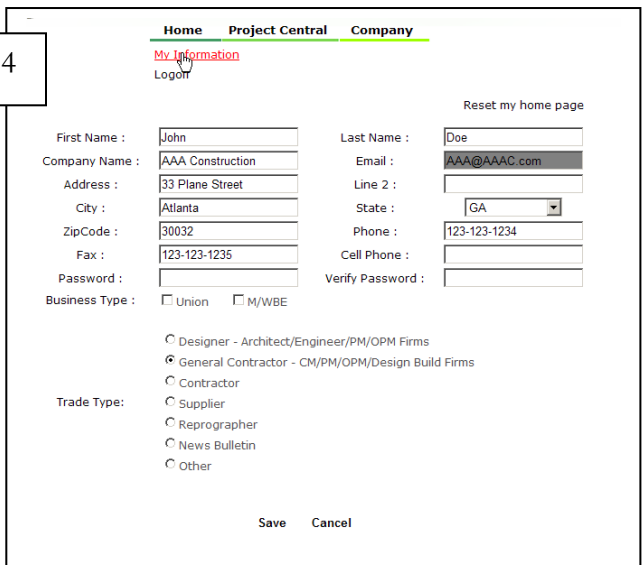


Email:

Password:

[Sign Up](#) [Forgot your password?](#) [Login](#)

Fig 4



[Home](#) [Project Central](#) [Company](#)

[My Information](#)

[Logoff](#)

Reset my home page

First Name : Last Name :

Company Name : Email :

Address : Line 2 :

City : State :

ZipCode : Phone :

Fax : Cell Phone :

Password : Verify Password :

Business Type : ☐ Union ☐ M/WBE

Trade Type:

☐ Designer - Architect/Engineer/PM/OPM Firms

☒ General Contractor - CM/PM/OPM/Design Build Firms

☐ Contractor

☐ Supplier

☐ Reprographer

☐ News Bulletin

☐ Other

[Save](#) [Cancel](#)

Project Details

Utilize the search page (Fig 5) or enter a Project Code (Fig 6) to view a project's "Project Details" page (Fig 7).

Fig 5

Search Project Calendar

Search All Projects Packs/Balance 0

Refine Search:
City: State:

Project Details Key Word:

Limit search by date.
From: 3/28/2016 To:

Amount: No Preference

Refine your search by choosing only the divisions that you are interested in!

☒ Search All Projects

☐ Division 1 ☐ Division 2 ☐ Division 3 ☐ Division 4
☐ Division 5 ☐ Division 6 ☐ Division 7 ☐ Division 8
☐ Division 9 ☐ Division 10 ☐ Division 11 ☐ Division 12
☐ Division 13 ☐ Division 14 ☐ Division 15 ☐ Division 16
☐ Division 17 ☐ General Contractor

For an explanation of which subcategories are included in each of the above divisions, click here

☐ Limit search to only projects added within the last 5 days.
☐ Limit search to only projects with documents.

Search

Fig 6

You are logged in as: sales@projectdog.com

Enter Project Code GO

Central Company

Fig 7

Project Details Add to my Project Calendar

Code: 795198
Project Title: Page Elementary School - Phase II
Location: West Newbury, MA

Timeline
Plans/ Specifications Available: 06/06/12 02:00 PM
General Bid Deadline: 06/27/12 11:00 AM
Sub Bid Deadline: 06/20/12 11:00 AM
Estimated Cost: 5.7M

Document Manager
View Orders Phone: 978-499-9014
Projectdog Fax: 978-499-9016
18 Graf Road, Suite II Email: orders@projectdog.com
Newburyport MA US, 01950

Manager
Michael Williams Phone: 617-241-2807
KBA Architects Fax: 617-241-2857
6 Thirteenth St Email: mwilliams@kbaarchitects.com
Charlestown Navy Yard
Charlestown MA US, 02129

Contract Information
Project: Additions and Renovations to the Dr. John C. Page Elementary School.
Sub Bid Divisions: 4,5,7,8,9,15,16,GC
For an explanation of which subcategories are included in each of the above divisions, click here

Additional Information
Project Number: 5117711, Contractor Qualification: DCAM Certificate, Contact: Mike Williams, Phone: 617-241-2807, Fax: 617-241-2857, Email: hdelorey@kbaarchitects.com, Sub Bid Categories: Masonry, Misc. Metals, Roofing, Metal Windows, Glass & Glazing, Acoustical Tile, Tile, Resilient Flooring, Painting, Plumbing, HVAC, Electrical, Additional Information: Pre-bid conference: 6/13/12 at 3:00 P.M. at the Page Elementary School, 694 Main St., West Newbury.

Acquire Documents
Document Recipients
Survey

Acquire Documents

Download all project documents.

1. Click "Acquire Documents" link found on a project's "Project Details" page (Fig 7).
2. Respond to the Legal Notice after reviewing.
3. Click on any file description to open, review, or save a document (Fig 8).

Users are automatically added to the project's "Document Recipients" list to receive update notifications upon viewing any document online.

Fig 8

You may download or purchase the jobs below. For free download click on the description. To order hardcopies press the order button below.

Project# 795198 Page Elementary School - Phase II

Section	Description	Type	Size K
1	Plans: Cover & Table of Contents	PDF	54
2	Plans: Civil	PDF	2665
3	Plans: Demolition	PDF	3604
4	Plans: Architectural	PDF	1238
5	Plans: Structural	PDF	15510
6	Plans: Fire Protection	PDF	16185
7	Plans: Plumbing	PDF	993
8	Plans: Mechanical	PDF	1576
9	Plans: Electrical	PDF	7411
10	Plans: Electrical	PDF	10724

Specifications

Section	Description	Type	Size K
1	CD Bid Set	PDF	65
2	Specifications	PDF	10879

Adobe Acrobat Reader®

Order Hardcopy

Document Recipients

Review all plan holders who have acquired documents.

1. Click "Document Recipients" link found on a project's "Project Details" page (Fig 7).
2. All potential bidders are listed and sorted by company type (Fig 9). Click on a column title to sort alphabetically.

Fig 9

Project# 795198 Page Elementary School - Phase II

Company	Name	Address	City	State	Zip	Phone	Fax	Type
us System	Frank Smerczynski	34 Main Street EXT	Plymouth	MA	02360	747-7122	747-7322	Contractor
Enterprises Inc.	Joseph Steffano Jr	PO Box 536	East Boston	MA	02128	617-603-8918	617-567-2152	Contractor
Tri State Fire Protection LLC	Richard Boynes	84 Lake Street	Nashua	NH	03060	293-7531	603-2051	Contractor
Steelco Fence	Donald Monty	PO Box 520	Needham	MA	02494	781-8990	781-7182	Contractor (Division 02.)
D.P.Masonry, Inc.	Derek Pacheco	833-D American Legion Highway	Westport	MA	02790	774-264-9223	774-264-9223	Contractor (Division 04, 07.)
PCM Construction	John Powers	81 Westford Rd.	Ayer	MA	02451	978-772-7722	978-603-6032	Contractor
Fernandes Masonry, Inc.	Kate Royce	1031 Phillips Road	New Bedford	MA	02745	508-778-6929	508-778-6148	Contractor (Division 05.)
Quinn Brothers of Essex, Inc.	Stephanie Taber	239 Western Avenue	Essex	MA	01929	768-6929	768-6148	Contractor (Division 05.)
NN PAINTING	JOSE NASCIMENTO	175 McClellan Highway	E BOSTON	MA	02128	617-418-6929	617-418-6929	Contractor (Division 05.)

Electronic Bid (E-Bid)

This project is being **Electronically Bid** at www.Projectdog.com. Hard copy bids will not be accepted by the Awarding Authority. Go to www.Projectdog.com and Login with an existing account or click [Sign Up](#) to register for free. Enter a project code or search by keyword to access the “Project Details” page. Select “Acquire Documents” to download all bidding documents.

Projectdog

Enter Project Code GO

[Home](#) [Project Central](#) [Company](#)

[Add to my Project Calendar](#)

Project Details

Code: 799090
Project Title: Ebid
Location: Newburyport, MA

Timeline
Plans/ Specifications Available: 05/22/13 10:00 AM
General Bid Deadline: 06/21/13 04:00 PM
Sub Bid Deadline: 06/19/13 04:00 PM
Estimated Cost: Negotiated

Project Owner
Sales Department
Projectdog
18 Graf Road
Suite 8
Newburyport MA US, 01950
Phone: 978-499-9014
Fax: 978-499-9014
Email: sales@projectdog.com

Document Manager
Online Orders
Projectdog
18 Graf Road, Suite 8
Newburyport MA US, 01950
Phone: 978-499-9014
Fax: 978-499-9016
Email: orders@projectdog.com

Contract Information
Project:
Ebid Test Demo for Sales Department.
Additional Information:
THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED. The bids are to be prepared and submitted at www.Projectdog.com. Tutorials and instructions on how to complete the electronic bid documents are available online along with all project documentation.

Project Documents
[Acquire Documents](#)
[Document Recipients](#)
[GC E-Bid](#)
[Sub E-Bid](#)

How to Submit an E-Bid

Complete and save all required forms as PDF files. Please be sure to sign all required signatures either digitally or manually.

1. Select the **GC E-Bid** or **Sub E-Bid** link located on the “Project Details” page.

Subcontractors select a bidding trade;

General Contractors will not be able to submit an E-Bid until the official sub bid tabulation is released by the Awarding Authority.

2. Answer / enter / upload all required areas. Enter all dollar value amounts as a whole dollar values only.
3. Select “Submit My E-Bid.” Review the submitted bid package via the “View My Bid Package” link.

It's that simple!

Bidding Trades			
Please select trade(s) you are bidding.			
Section#	Description	Status	Bidding
220000	Plumbing	Incomplete	GO
230000	HVAC	Incomplete	GO
260000	Electrical	Incomplete	GO

You will not be able to Submit your bid unless all mandatory fields are complete. Please allow yourself sufficient time to upload all information. You will receive an automated email once completed. Please save this for your records.

DHCD 016128 Roof Replacement & Vinyl Siding, Project #811541

Acknowledge Addendum 0, ☐ Yes ☐ No

Bid Price (Whole Dollar) 00

Form for General Bid (Signature page) [Add File -](#)

Bid Bond [Add File -](#)

Bidders Reference Form [Add File -](#)

Item 2 Sub-bids as follows:

There are no Sub bids for this project.

Bid Closes in:
0 Days 2 Hours 20 Minutes 20 Seconds.

[Save](#) [Submit my E-Bid](#) [Close](#)

You will not be able to Submit your bid unless all mandatory fields are complete. Please allow yourself sufficient time to upload all information. You will receive an automated email once completed. Please save this for your records.

DHCD 016128 Roof Replacement & Vinyl Siding, Project #811541

Acknowledge Addendum 0,1, ☒ Yes ☐ No 4/6/2016

Bid Price (Whole Dollar) 25000.00 twenty-five thousand Dollars.

Form for General Bid (Signature page) [View File](#)

Bid Bond [View File](#)

Bidders Reference Form [View File](#)

Item 2 Sub-bids as follows:

There are no Sub bids for this project.

Bid Closes in:
0 Days 2 Hours 11 Minutes 20 Seconds.

[Retract](#) [View My Bid Package](#) [Close](#)

<https://www.projectdog.com/UploadAssistGCEBid.aspx?Description=Form%20fc>

Form for General Bid Upload Assistant

Form for General Bid

File: No file chosen

Type: PDF ▼

Size:

Add File

Click “Add File” on the E-Bid page to open the Upload Assistant window. Then click “Browse” or “Choose File” to upload a PDF file.

You will not be able to Submit your bid unless all mandatory fields are complete. Please allow yourself sufficient time to upload all information. You will receive an automated email once completed. Please save this for your records.

DHCD 016128 Roof Replacement & Vinyl Siding, Project #811541

Warning: Your Bid is not complete.

Please complete:

- Acknowledge Addendum 0,1,
- Bid Price (Whole Dollar) Invalid, numeric values only.
- Bid Bond
- Bidders Reference Form

Please complete all mandatory areas then Submit your E-Bid.

Acknowledge Addendum 0,1, ☐ Yes ☐ No

Bid Price (Whole Dollar)

Form for General Bid (Signature page)

Bid Bond

Bidders Reference Form

Item 2 Sub-bids as follows:

There are no Sub bids for this project.

Bid Closes in:
0 Days 2 Hours 20 Minutes 20 Seconds.

Warning

E-Bids cannot be submitted unless all areas are complete.

Save before adding files or closing the window or E-Bid data may need to be re-entered.

Projectdog.com server time is set to industry standards at time-a.nist.gov. Bidders are encouraged to update their computer clock.

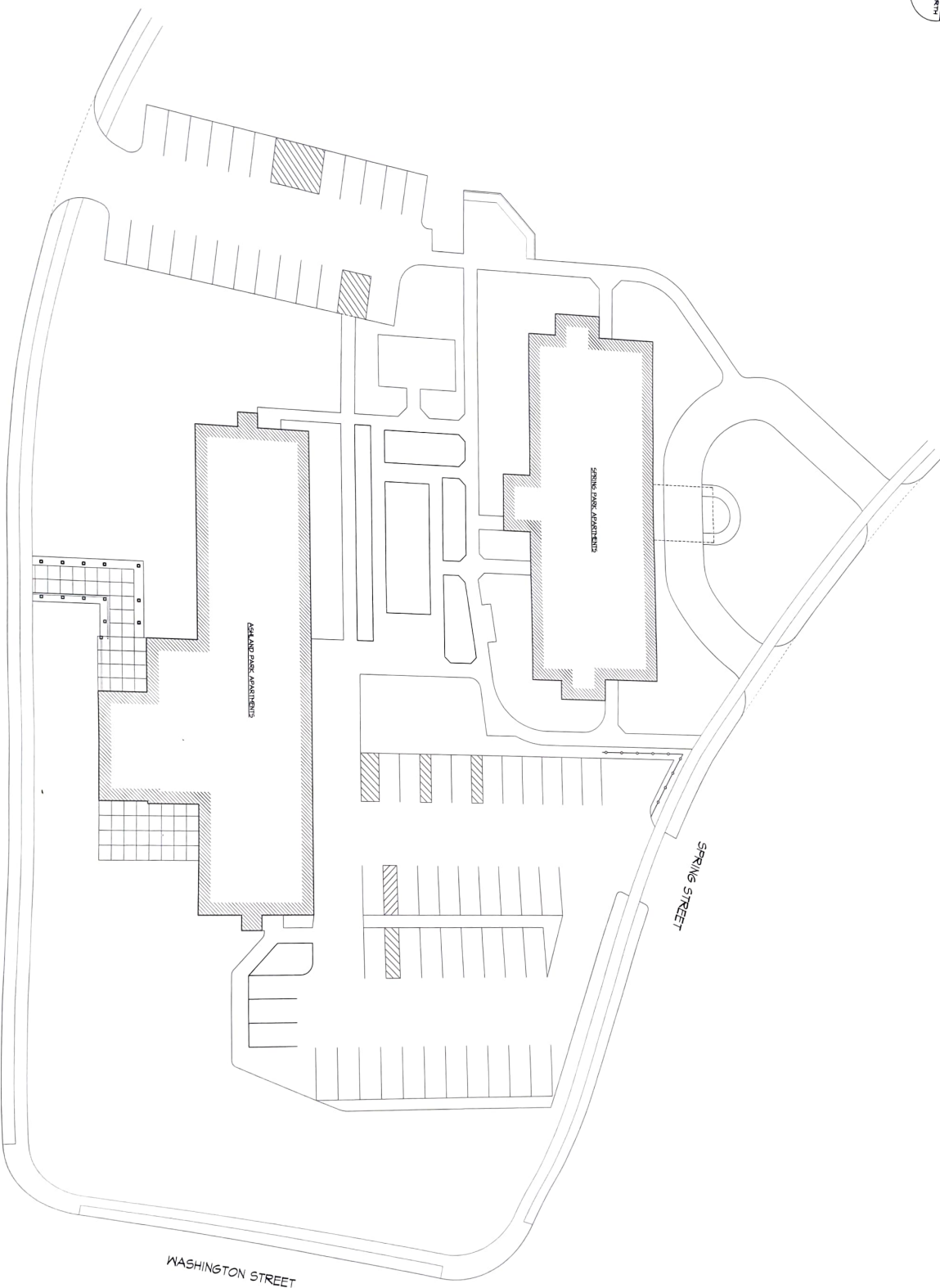
Bidders may save, submit or modify an Electronic Bid (E-Bid) at any time prior to bid close. Once submitted, a bid cannot be edited. To modify a bid the bidder must retract the bid, make any necessary changes, and then submit the bid again. Upon submitting or retracting the bidder will receive a convenience email for informational purposes only. Bidders are encouraged to contact Projectdog if an email is not received.

It is the bidder’s responsibility to review and confirm online that a bid has been submitted and/or retracted and that the bid is 100% true, complete and accurate. All bidders are required to review their submitted E-Bid via the “[View My Bid Package](#)” link.

If a bid is submitted prior to an addendum being issued the bidder will receive an automated email for informational purposes only stating the bidder must review the addendum, retract the bid, acknowledge all addenda, and submit the bid again. If a bidder fails to acknowledge addenda their bid may be rejected by the Awarding Authority.

Once the bid deadline has closed the E-Bid links are no longer available. All E-Bids are compiled in real time upon bid close and published forthwith on the “Project Details” page titled as “List of Bids Received”. Official bid tabulations are posted at the discretion of the Awarding Authority.

For additional assistance, call Projectdog at (978) 499-9014 (M-F, 9AM-5PM).



ASHLAND STREET

SPRING STREET

WASHINGTON STREET



ARCHITECTS
ENGINEERS
INTERIOR DESIGNERS
PROJECT MANAGER

430 MAIN STREET
ALABAMA, MA 01101
TEL. 413.785.0800
FAX. 413.785.0800

STAMP:

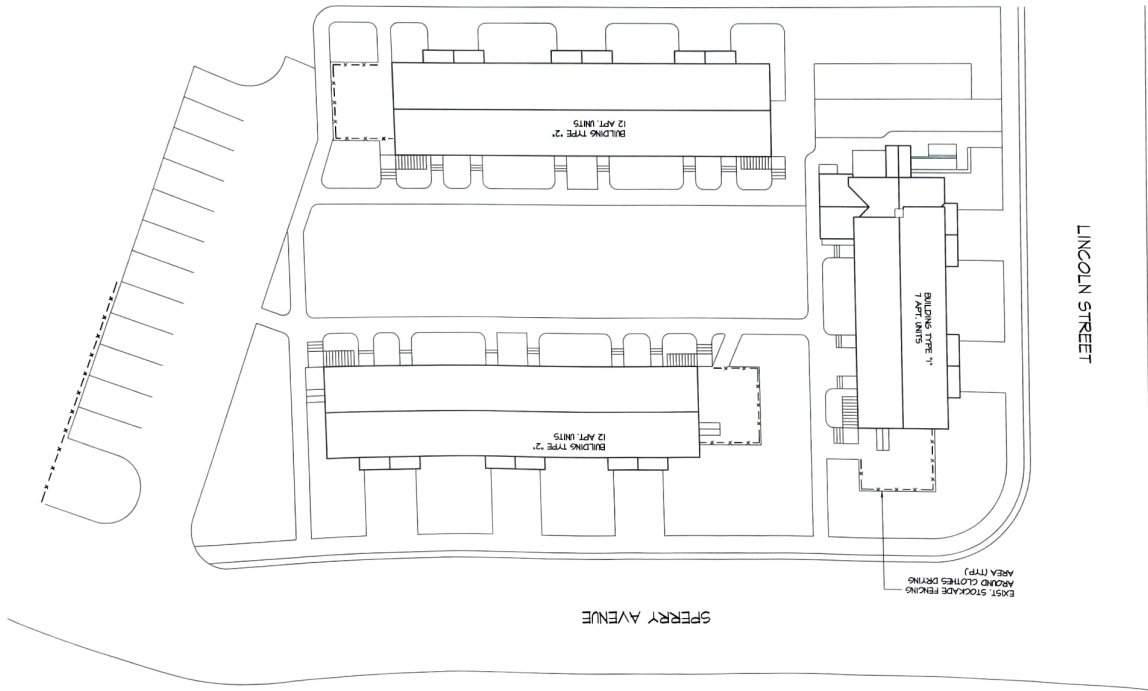
SCALE: 1" = 20'-0"
PROJ. NO. 05-18718
DRAWN: AMS
CHECKED: RWK
DATE: 03.15.06
FILE NAME: \CPL\DWG\C1
REV: _____
REV: _____

PROJECT TITLE:
RENOVATIONS &
IMPROVEMENTS
NORTH ADAMS
HOUSING
AUTHORITY

DRAWING:
SITE PLAN
ASHLAND PARK
AND
SPRING PARK
APARTMENTS

SHEET:

C.1



STAMP

430 MAIN STREET
AQUINNA, MA 01001
TEL. 413.786.9900
FAX 413.786.9999

- ARCHITECTS
- ENGINEERS
- INTERIOR DESIGN
- PROJECT MANAGERS
- SEWER



SCALE: 1" = 20'-0"

PROJ. NO. 05-18718

DRAWN: AMS/JLD

CHECKED: RMK

DATE: 03.15.06

FILE NAME: \CML\DWG\C.2

REV:

PROJECT TITLE:

RENOVATIONS &
IMPROVEMENTS
NORTH ADAMS
HOUSING
AUTHORITY
SITE PLAN
RIVERVIEW
APARTMENTS

DRAWING

C.2

STAMP:

SCALE: 1" = 40'-0"
PROJ. NO: 05-18718
DRAWN: AKS/LB
CHECKED: RWW
DATE: 03.15.08
FILE NAME: \CIVIL\DWG\CS
REV:
REV:

PROJECT TITLE

RENOVATIONS & IMPROVEMENTS

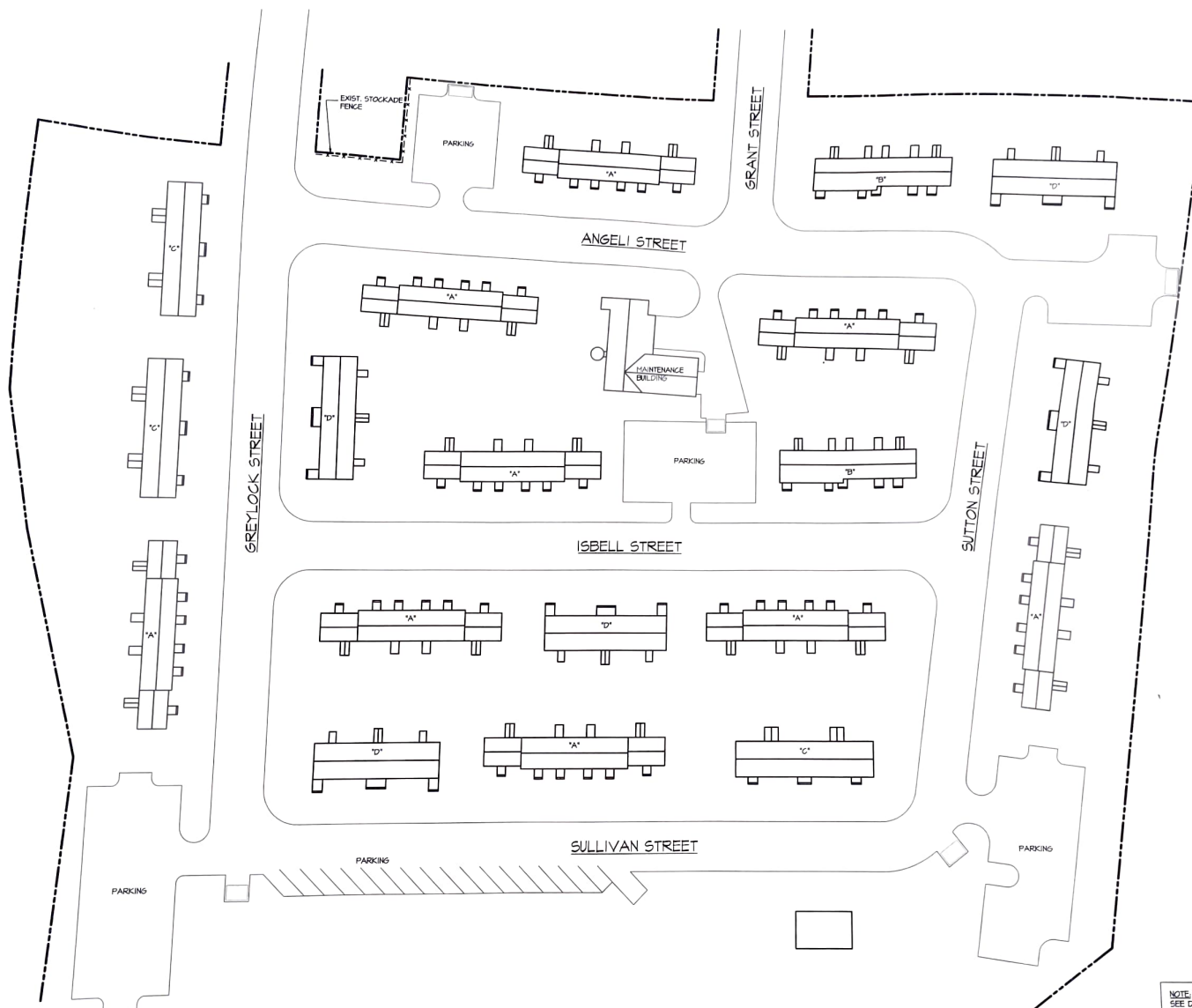
NORTH ADAMS HOUSING AUTHORITY

DRAWING

**SITE PLAN
GREYLOCK
APARTMENTS**

SHEET:

C.3



NOTE:
SEE DIVISION 16 FOR ELECTRICAL
WORK AT GREYLOCK APARTMENTS

REINFORCING
ASBESTOS

ARCHITECTS
ENGINEERS
INTERIOR DESIGNERS
PROJECT MANAGEMENT

430 MAIN STREET
AGAWAM, MA 01001
TEL: 413.706.0800
FAX: 413.706.0899

STAMP:

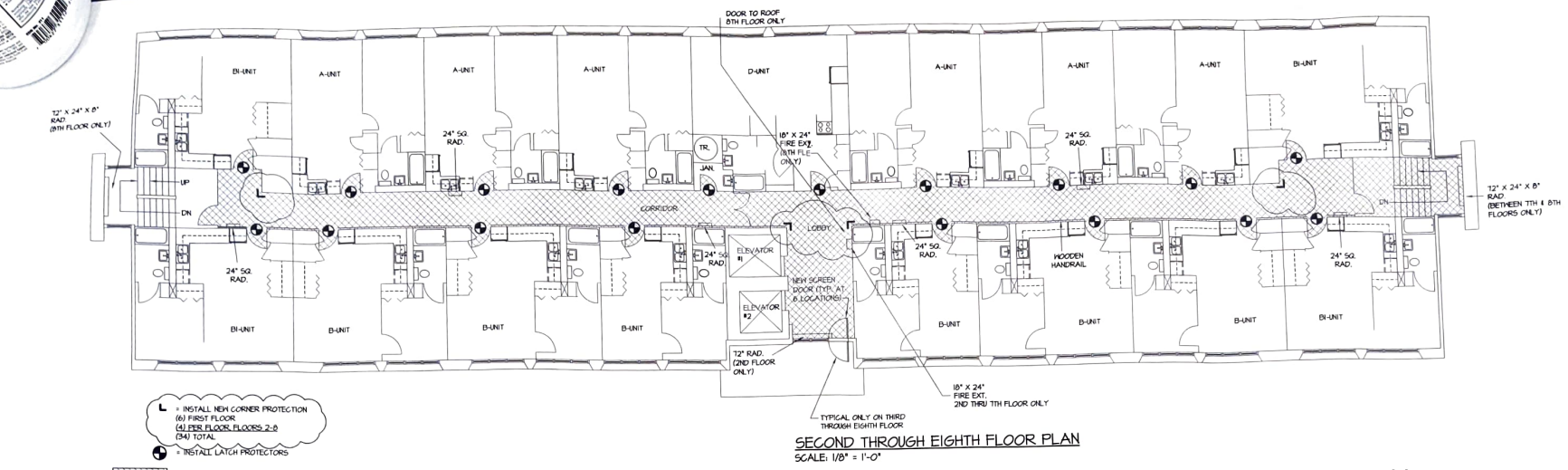
SCALE: 1/8" = 1'-0"
PROJ. NO: 05-18718
DRAWN: AMS/LJD
CHECKED: RWK
DATE: 03.15.06
FILE NAME: \ARCH.DWG\A.1
REV: 1 01.18.06
REV:

PROJECT TITLE
RENOVATIONS & IMPROVEMENTS
NORTH ADAMS HOUSING AUTHORITY

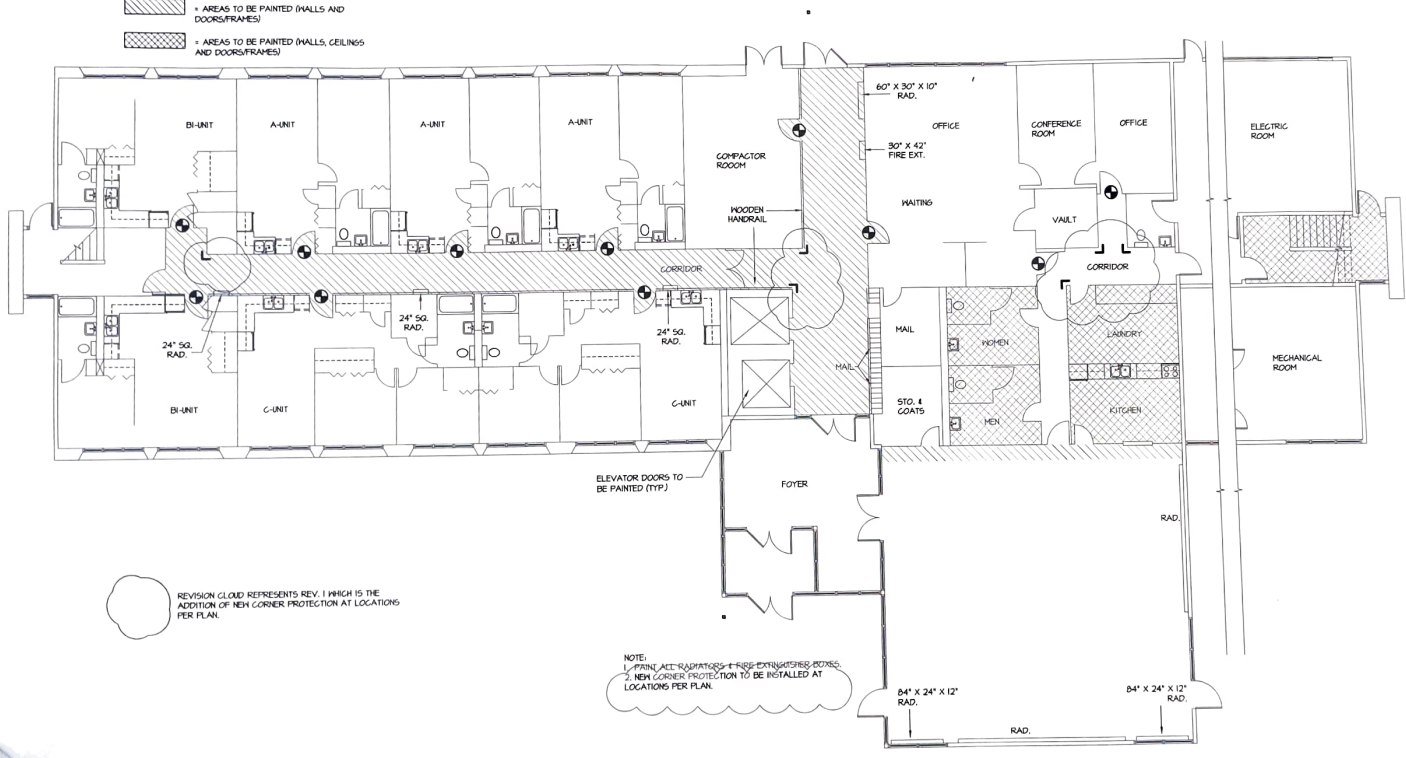
DRAWING:
FLOOR PLANS AND BALCONY ELEVATION
ASHLAND PARK APARTMENTS

SHEET:

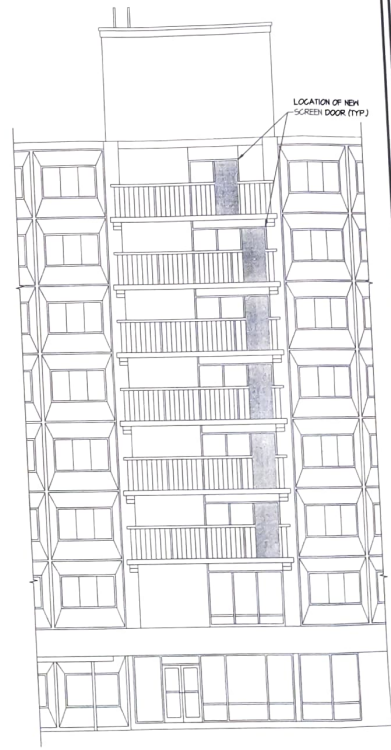
A.1



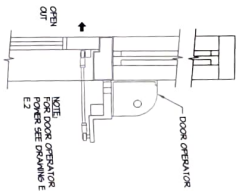
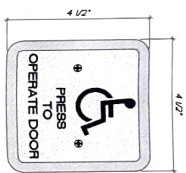
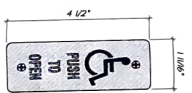
SECOND THROUGH EIGHTH FLOOR PLAN
SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



PARTIAL WEST ELEV. - ASHLAND BALCONIES
SCALE: 1/8" = 1'-0"



NARROW STYLE JAMB PRESS PLATE
SCALE: N.T.S.

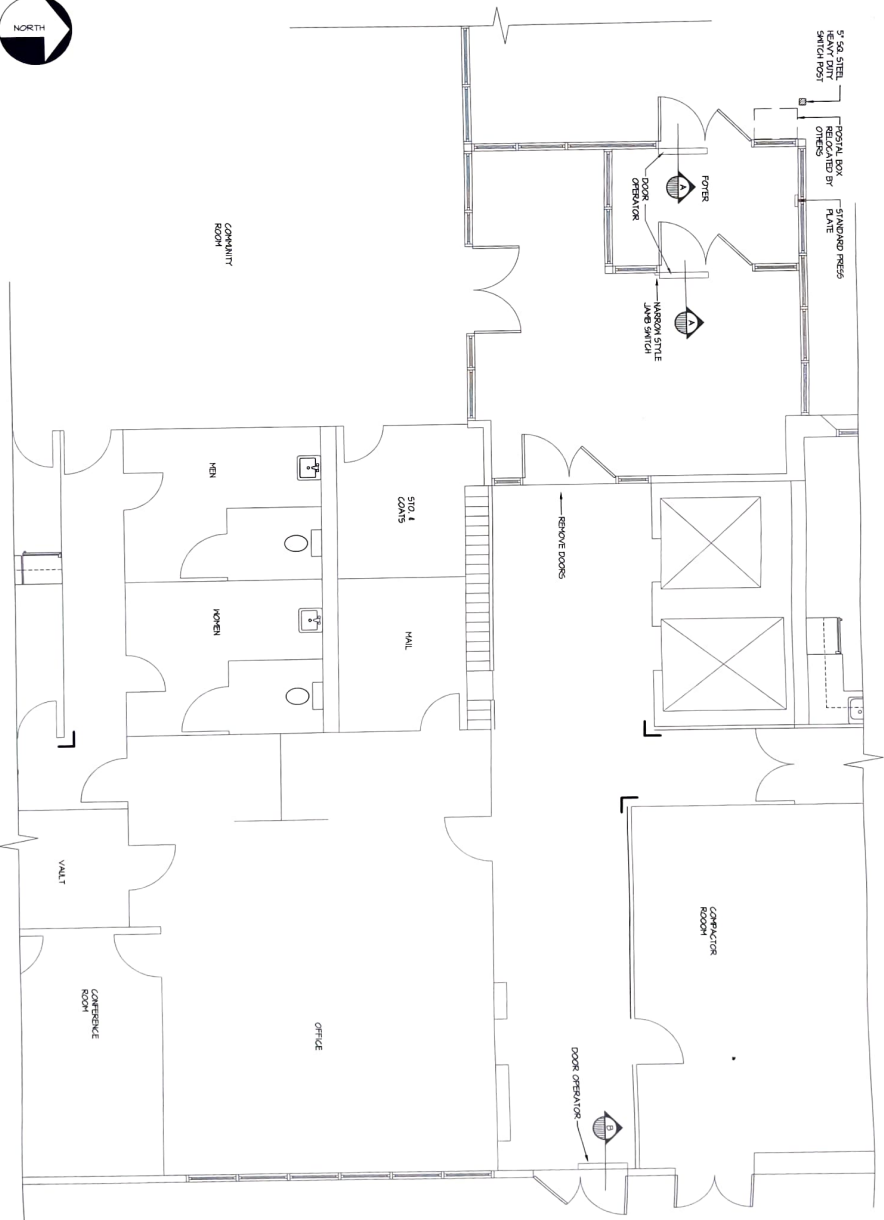
STANDARD PRESS PLATE
SCALE: N.T.S.

(A) ELEVATION
(B) ELEVATION (OPP. HAND)
N.T.S.

HEAVY DUTY SWITCH POST
SURFACE MOUNTED TO CONCRETE
SCALE: N.T.S.

NOTE:
FOR DOOR OPERATOR POWER
SEE DRAWING E1

COMMUNITY
SCENE



DRAWING
PARTIAL FIRST
FLOOR PLAN
ASHLAND PARK
APARTMENTS

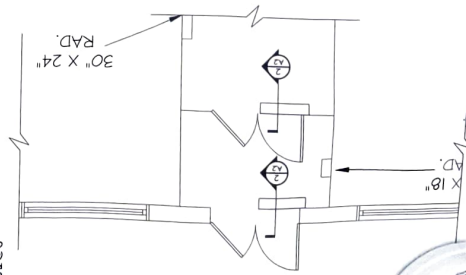
PROJECT TITLE
RENOVATIONS &
IMPROVEMENTS
NORTH ADAMS
HOUSING
AUTHORITY

SCALE: 1/8" = 1'-0"
PROJ. NO.: 02-15718
DRAWN: MJS/JLD
CHECKED: RMK
DATE: 03.13.08
FILE NAME: V:\02\15718\A.2
REV:
REV:

STAMP:
ARCHITECTS
ENGINEERS
INTERIOR DESIGNERS
PROJECT MANAGEMENT
430 MAIN STREET
ASHLAND, MA 01701
TEL.: 413.782.0900
FAX.: 413.782.0909

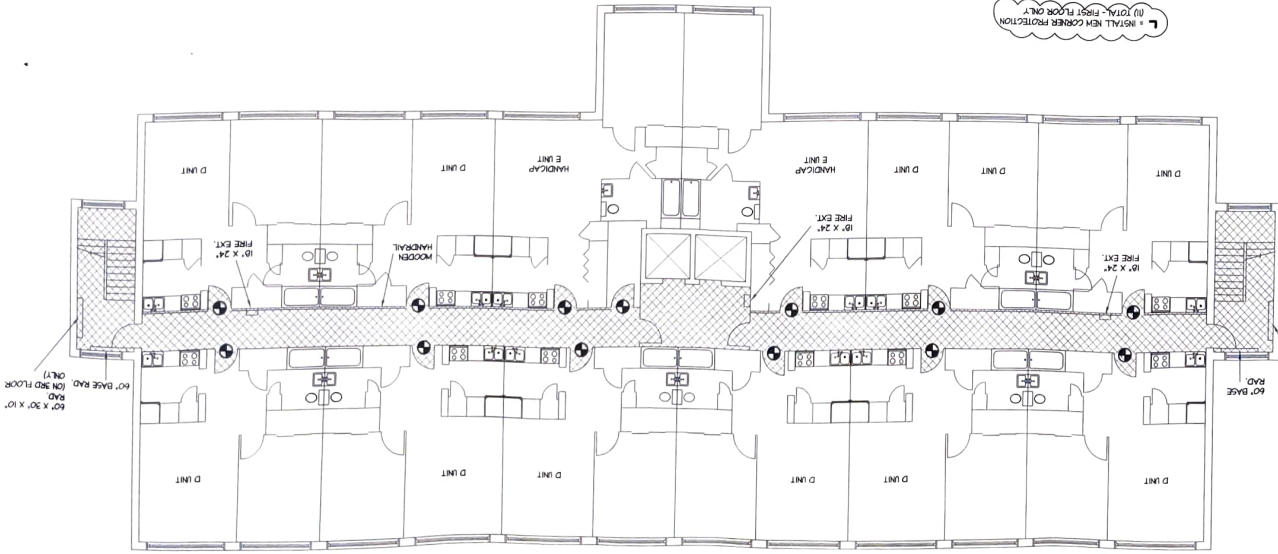
A.2

SCALE 1/4" = 1'-0"

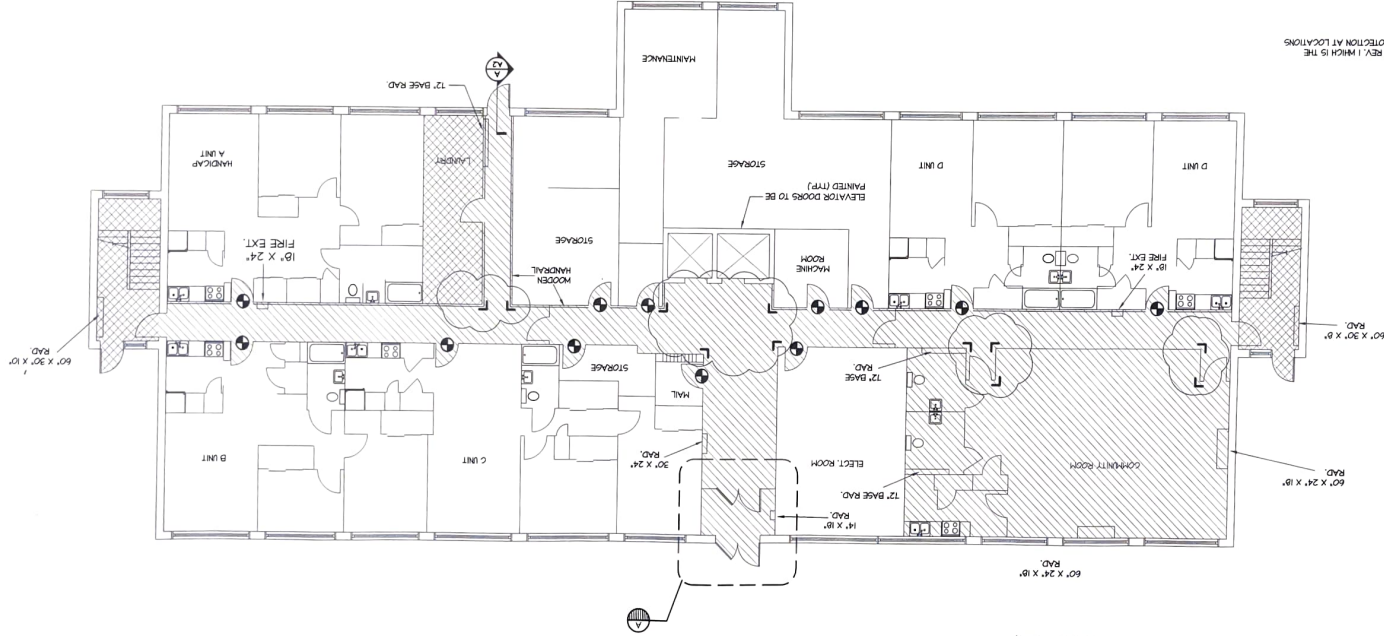


NOTE:
FOR DOOR OPERATOR POWER
SEE DRAWING E-2

- INSTALL NEW CORNER PROTECTION (II) TOTAL - FIRST FLOOR ONLY
- INSTALL LATCH PROTECTORS
- AREAS TO BE PAINTED (WALLS AND DOORFRAMES)
- AREAS TO BE PAINTED (WALLS, CEILINGS AND DOORFRAMES)



SECOND THROUGH FIFTH FLOOR PLAN
SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

REVISION CLOUD REPRESENTS REV 1 WHICH IS THE
ADDITION OF NEW CORNER PROTECTION AT LOCATIONS
PER PLAN

NOTE:
1. NEW CORNER PROTECTION TO BE INSTALLED AT
LOCATIONS PER PLAN.

SHEET:

A.3

FLOOR PLANS
SPRING PARK
APARTMENTS

RENOVATIONS &
IMPROVEMENTS
NORTH ADAMS
HOUSING
AUTHORITY

PROJECT TITLE

REV:

REV: 1 01.18.05

FILE NAME:

\\ARCH\DWG\5\A.3

DATE:

03.15.06

CHECKED:

RMK

DRAWN:

AMS/AJD

PLOT NO.:

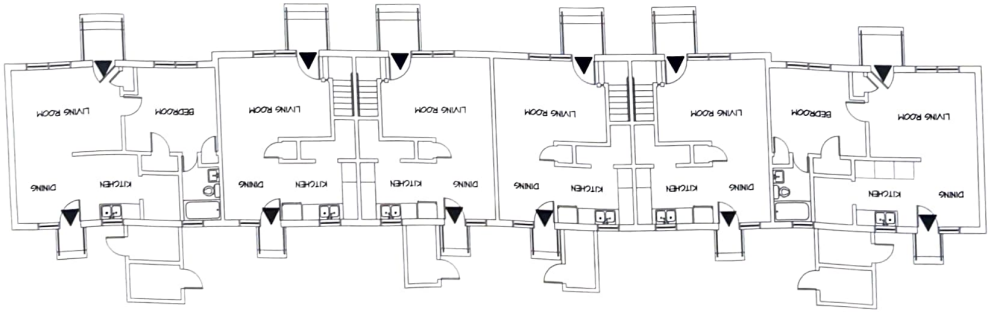
05-18718

SCALE:

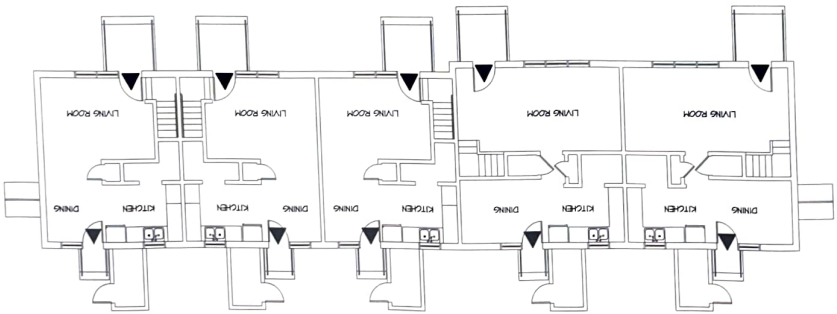
1/8" = 1'-0"

STAMP

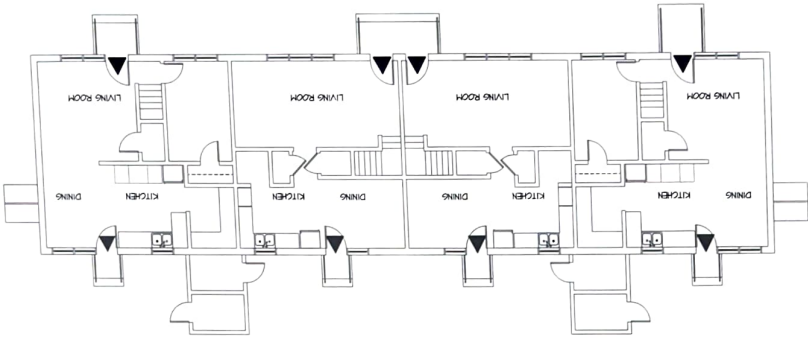
430 MAIN STREET
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TEL: (413) 781-9000
FAX: (413) 781-9000
• PROJECT MANAGEMENT
• INTERIOR DESIGNERS
• ARCHITECTS
REINHARDT ASSOCIATES



BUILDING "A" FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0" (4 BUILDINGS)



BUILDING "B" FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0" (2 BUILDINGS)



BUILDING "C" FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0" (3 BUILDINGS)

▲ = INSTALL DEADBOLTS

FLOOR PLANS
BUILDINGS
TYPE "A", "B",
AND "C",
GREYLOCK
APARTMENTS

RENOVATIONS &
IMPROVEMENTS
NORTH ADAMS
HOUSING
AUTHORITY

SCALE: 1/8" = 1'-0"
PROJ. NO. 05-18718
DRAWN: AAS
CHECKED: BAK
DATE: 01.15.06
FILE NAME: \ARCH\DWG\A.dwg
REV: 1
REV: 1


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STAMP

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- ARCHITECTS
- ENGINEERS
- INTERIOR DESIGNERS
- PROJECT MANAGEMENT


PENTAHILL ASSOCIATES

SCALE: 1/8" = 1'-0"

