

WORCESTER HOUSING AUTHORITY
CONTRACT FOR THE MAINTENANCE DEPARTMENT

REQUEST FOR PROPOSAL #15-17
TELEPHONE ANSWERING SERVICES

Release Date: June 18, 2015 @ 10:00 a.m.

Pre-Bid Conference: June 25, 2015 @ 10:30 a.m.

Submittal Date: July 9, 2015 @ 10:30 a.m.

Issued by:

Worcester Housing Authority
Purchasing Department
(508) 635-3202, TDD (508) 798-4530
Fax: (508) 635-3289

EXECUTIVE DIRECTOR, RAYMOND V. MARIANO

Worcester Housing Authority

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END OF SECTION

WORCESTER HOUSING AUTHORITY
Request For Proposal #15-17
Telephone Answering Services

DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for Telephone Answering Services for the WHA, comparative judgments of technical factors, in addition to price, will be necessary. It is essential that the WHA retain the services of a professional contractor with the appropriate experience and staff to provide Telephone Answering Services for all State and Federal developments. The complexities involved with answering and dispatching emergency and service calls for a housing development with over 3,000 tenants makes the proposal process a clear choice.

The WHA's evaluation committee shall review, evaluate and rate each technical proposal based on the comparative evaluation criteria in this RFP. The Price Proposals will be opened and reviewed separately. The WHA will award a contract to the proposer determined to be most advantageous in accordance with this RFP, after a comparison of the both technical and price proposals.

PURPOSE

The WHA, (hereinafter, "The WHA") through its Maintenance department is soliciting proposals from qualified vendors for Telephone Answering Services. The successful proposer will triage and dispatch calls from both tenants and staff members in an efficient, professional and timely manner.

SCHEDULE

Issued: 10:00 a.m., June 18, 2015

Pre-Proposal Conference: 10:30 a.m., June 25, 2015 (Purchasing Dept-69 Tacoma St.)

Due Date: 10:30 a.m., July 9, 2015

(Technical Proposals in one sealed envelope, Price Proposal in a separate sealed envelope)

The term of the contract shall extend from **January 1, 2016 through December 31, 2016**, with the option to extend, at the sole discretion of the WHA, for two additional one year periods with no changes in the terms and conditions and in accordance with the contract prices provided in the contractor's Price Proposal.

RFP packages may be obtained online at: <http://worcester-housing.com/purchasing.html> or by contacting the Purchasing Department Office at purchasing@worcester-housing.com, calling 508-635-3202. All proposals shall be mailed or delivered to:

Worcester Housing Authority
Purchasing Department
69 Tacoma Street
Worcester, MA 01605

Proposals shall be prepared in accordance with the instructions within the RFP. Proposals will be evaluated by the Worcester Housing Authority as provided in the RFP. This RFP is issued in accordance with the MGL c.30B,s6.

The WHA reserves the right to reject any and all proposals, in whole or in part, to waive informalities or irregularities in the proposals and make awards deemed in the best interest of the WHA and the public. Award of a contract is subject to review and approval by the WHA Executive Director.

Worcester Housing Authority
Re Cappoli
Chief Procurement Officer
June 18, 2015

I. INTRODUCTION

The WHA owns and manages approximately 3,000 public housing units in 24 developments throughout the City of Worcester. The goal of the WHA is to maintain all units in excellent condition. The answering service vendor ("Vendor") is an integral part of the WHA's Maintenance Department's operations.

The answering service's main objective is to quickly and professionally triage and dispatch all calls received from both staff members and tenants. Ultimately, the goal is to deliver 100% of calls error-free.

Current monthly pricing for these services:

- a. Base Price (Monthly 2,400 in and out calls) **\$1,176**
- b. In and Out calls over 2,400 \$ **.49** per call
- c. Patch Minutes \$ **.45** per call

Our Patch Calls are when one of our employees calls in and asks to be connected to one of our other employees or to one of our contractors ONLY. At no time will the vendor patch a tenant to a WHA staff or contractor.

For the purpose of this contract the definition of an outbound call is: "when the service receives a call (from a tenant, fire department, police department, etc.) takes the information down, hangs up, triages the call and then places a call to the appropriate WHA staff to report the emergency call."

The average call duration for the past 12 months has been 1 minute 30 seconds (1-1/2 minutes)

II. RFP TERMS AND CONDITIONS

All proposals must comply with the provisions of this Request For Proposals ("RFP").

If it becomes necessary to revise any part of this RFP, then the WHA will issue an addendum. Any Addendum will be provided, via email or facsimile, in writing to all prospective Proposers that have requested a copy of this RFP. Any and all Addenda issued will be incorporated within the RFP by reference. **Addendums must be acknowledged in the appropriate space on the Price Proposal and the Technical Proposal Cover Page.**

The Chief Procurement Officer, or proposal review committee, will reject proposals that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions as being informal. Conditional proposals will not be accepted.

The WHA reserves the right to rescind this RFP, if, in the judgment of the WHA, there are no proposals responsive to this request, or should funding availability be less than anticipated. The WHA is not required to award the maximum funding amount requested to any or all Proposers.

The WHA reserves the right to select the most advantageous proposal to the WHA, as deemed by the WHA to be in its best interests. Cost will not be the deciding factor in the selection process. Uniform criteria have been established and will be used to evaluate all proposals. A copy of these criteria is attached to this RFP for informational purposes. The WHA reserves the right to award the contract to the Proposer with the proposal that is the most responsible and responsive; taking into consideration both price and evaluation criteria as set forth herein. All awards are subject to review and approval by the WHA Executive Director.

The WHA reserves the right to negotiate final contract award amounts with the successful Proposer. The WHA further reserves the right to modify or amend contract terms during the term of this contract, should the successful Proposer fail to meet contract obligations.

Liquidated Damages. "If the vendor fails to follow up written protocols and WHA incurs any costs as a result of this, WHA will be reimbursed for any and all expenses incurred. Examples of this: if a vendor calls a WHA employee into work during non-work hours erroneously then the cost of that employee's time will be deducted from the monthly invoice"

The selected Proposer agrees to provide Telephone Answering Services to the WHA for a one year period, with the option to extend for two additional one year terms, at the sole discretion of the WHA and based upon the Proposer functioning on a five man day schedule per month to the WHA as detailed in the Scope of Work and in accordance with the submitted proposal documents.

If the selected finalist fails to enter into a contract within thirty (30) days following the funding award announcement, then the WHA reserves the right to award the contract to the next most advantageous Proposer.

a. The Operating Agency shall indemnify and hold harmless the WHA, and its officers or agents, from any and all third party claims arising from activities under this Agreement as set forth in M.G.L. c. 258, § 2 as amended.

b. The Operating Agency will hold harmless the WHA for damages arising from negligence, violation of the federal/state funding authority requirements, and/or failure to secure required and necessary insurance.

c. The Operating Agency upon execution of this Agreement and throughout its term, unless otherwise provided by law shall procure workers' compensation, fire, theft, casualty, extended coverage, personal liability, and any other pertinent insurance for the purpose of insuring property purchased with public funds under this Agreement; for the protection of personnel employed by the Operating Agency as a result of this Agreement; and for individuals participating in agency activities as a result of this Agreement.

1. Public Liability Insurance. The Operating Agency shall provide the WHA with Certificates of Insurance covering public liability in an amount not less than \$500,000.00 for damages to one person and not less than \$1 million per incident.

2. Property Damage Insurance. The Operating Agency shall provide the WHA with Certificates of Insurance covering property damage in an amount not less than \$500,000.00 for one accident and not less than \$1 million for all accidents.

3. Workers' Compensation Insurance. The Operating Agency will furnish the WHA with Certificates of insurance covering all employees funded through this Agreement with the WHA, as being protected under the policy.

4. Within ten (10) days of execution of this Agreement the Operating Agency shall submit copies of the Certificates of Insurance identifying the WHA as co-insured.

d. If the Operating Agency self-insures, as provided by the laws of the Commonwealth, the Operating Agency will provide certification of the value of said self-insurance, as well as certification that coverage is extended for the protection of personnel, program participants and property purchased with funds under this Agreement.

All proposals must be received at the WHA's Purchasing Department, 69 Tacoma Street, Worcester, MA 01605 until the date and time specified above. **NO PROPOSALS WILL BE ACCEPTED AFTER THIS TIME AND DATE SPECIFIED.**

III.SCOPE OF SERVICES

The answering service on average will receive approximately 2,400 calls (**approximately** 1200 inbound calls and approximately 1200 outbound calls) in a given month (**a month being the 1st through the 30th/31st of a month and not 30/31 days that cross months**). Each invoicing shall reflect one complete month (i.e., January 1 – 31).

The vendor shall provide the following services:

- 1.1. **Computerized Databases** – the vendor must maintain a database for each of the 24 projects that includes the following information:

- 1.1.1. **Emergency Maintenance Call Listings.** This list will be provided by the WHA and includes maintenance staff, Supervisors, key personnel and outside services vendors. All changes in call listings will be forwarded to vendor via email or fax. All changes sent to the vendor must be promptly entered into computer database and reported to vendor's staff members. Please refer to Exhibit A – Emergency Maintenance Call Listing for a sample listing. **NOTE: THE VENDOR'S SYSTEMS MUST BE FLEXIBLE ENOUGH TO ACCOMMODATE DAILY UPDATES TO THESE LISTS EFFECTIVE WITHIN 2 HOURS OF WHA'S NOTIFICATION TO VENDOR.**
- 1.1.2. **Duty Roster.** This roster changes weekly and is effective beginning every Friday at 4:30 p.m. and will remain in effect until the next Friday at 4:30 p.m. This roster will be provided by the WHA and includes maintenance staff, trades staff and supervisors. All changes in the roster will be forwarded to vendor via email or fax. All changes sent to the vendor must be promptly entered into computer database and reported to vendor's staff members. Please refer to Exhibit B – Duty Roster for a sample listing. **NOTE: THE VENDOR'S SYSTEMS MUST BE FLEXIBLE ENOUGH TO ACCOMMODATE DAILY UPDATES TO THESE LISTS EFFECTIVE WITHIN 2 HOURS OF WHA'S NOTIFICATION TO VENDOR.**
- 1.1.3. **General Property Description.** This information will be provided by the WHA and includes property data such as number of elevators, number of units in the building, building type (high rise, low rise, or townhouse), type of heat, etc. Please refer to Exhibit C – General Property Description for a sample description.
- 1.2. **Electronic Records Management** – the vendor shall maintain Electronic Records for each of the 24 properties that includes the following information:
 - 1.2.1. Each call received and made by the vendor, on WHA's behalf, must be logged and reported to WHA's Control Center via email, no later than 8:30 a.m. the following business day.
 - 1.2.2. **In addition, on Mondays and Thursdays (as well as any other time the answering service takes calls during WHA work hours) all calls will be emailed as they come in and the Control Center staff will dispatch.** The information shall be reported in a table format (preferably MS-Excel). Please refer to Exhibit D – Call Report for a sample report format.
 - 1.2.3. Vendor must electronically record all incoming and outgoing calls. The vendor must clearly notify everyone that all calls are being recorded whether the call is an inbound or outbound call. All recordings must be date and time-stamped, saved, and available for the WHA to review in an electronic audio file format, for a minimum of 4 weeks.
- 1.3. **Call Triage, Dispatch and Management.** The vendor will have the capabilities to provide the following:
 - 1.3.1. **Call Triage.** When the vendor receives or responds to a particular complaint or request, they must have a basic understanding of maintenance issues. They must also understand what issues are considered emergencies requiring immediate attention and what issues can be deferred until the next regular work shift. Please refer to Exhibit E – Emergency / Urgent Requests and Exhibit F – Routine Requests for sample listings. The following are examples of call triage:
 - 1.3.1.1. If a tenant calls for no hot water, the vendor's staff should call a WHA staff ONLY when there is more than 8 hours until the next regular work shift.
 - 1.3.1.2. If a tenant calls for a toilet clog and the water is over-flowing, the vendor's staff should be able to guide the caller on how to close the shut-off for the toilet – as this situation presents an unsanitary condition and can cause more damage to the unit/building. Once the water is shut-off, then the vendor shall call a WHA staff.
 - 1.3.1.3. If a tenant calls for a refrigerator that stopped working, the vendor staff will notify the tenant that this is not an emergency or urgent call and to keep the refrigerator's door closed. Also, advise the tenant that the call will be referred to the next regular weekday shift.

- 1.3.2. **Call Dispatch.** All calls received by the answering service will be dispatched, once the nature of the call has been established, as follows:
- 1.3.2.1. If the nature of the call is **routine**, a WHA staff member will NOT be notified. However, tenant calling will be informed that their problem is not an emergency **but that their call will be dispatched to the Maintenance Control Center the following morning.**
- 1.3.2.2. If the nature of the call is an **emergency or urgent** situation, the Vendor will dispatch Maintenance staff as follows:
- 1.3.2.2.1. Monday through Friday calls, between 4:30 p.m. and Midnight (12:00 a.m.), will be made to the ON-CALL Maintenance cell phone.
- 1.3.2.2.2. Saturday calls, between 7:30 a.m. & Midnight, will be made to the ON-CALL Maintenance cell phone.
- 1.3.2.2.3. Sunday calls between 8:00 a.m. and 12:00 p.m. will be made to the ON-CALL Maintenance cell phone.
- 1.3.2.2.4. Holiday shifts in which Maintenance staff is working, as reported to the vendor by WHA, will be made to the on-call Maintenance cell phone;
- 1.3.2.2.5. In the event that no one is ON-CALL or the ON-CALL staff does not respond to your call in a reasonable length of time (within 15 minutes), the vendor will call in staff in the order they are listed on the Emergency Maintenance Call List for the specific project.

NOTE: THE VENDOR WILL EXPEDITE THE CALLING SEQUENCE SO THAT THERE IS NOT MORE THAN 5 MINUTES IN BETWEEN EACH OF THE CALLS OUT TO THE STAFF ON THE EMERGENCY MAINTENANCE CALL LISTING FOR THE PROPERTY IN QUESTION.

- 1.3.3. **Call Management.** Once a staff member is reached, the vendor shall:
- 1.3.3.1. Dispatch the call by providing staff clear information as to the nature of the call and the location. Once the staff takes the call, the call is considered closed.
- 1.3.3.2. Maintain a working queue of all dispatched calls and the staff members already responding to each of the calls. If another call comes in and requires an immediate response, the vendor shall:
- 1.3.3.2.1. If a call comes in within 1 hour of a staff member taking a previous call, contact the staff member already responding and dispatch the call to the same staff.
- 1.3.3.2.2. If a call comes in after 1 hour of a staff member taking a previous call, contact another staff member based on the Emergency Maintenance Call Listing for the property involved.
- 1.3.3.3. Anytime a staff member does not answer their phone, and an answering machine or voice mail is reached, the following MUST take place:
- 1.3.3.3.1. The vendor is only to leave a message that an emergency call has come in for (project name) and to call the vendor back;
- 1.3.3.3.2. The vendor must also leave on the answering machine the time and date they are calling;
- 1.3.3.3.3. At no time, will the vendor leave the specific address where the issue exists.

1.4. **Phone Service and Service Interruption.**

- 1.4.1. **Phone Service.** Vendor MUST provide all the following phone services:
- 1.4.1.1. A dedicated phone number for all incoming maintenance requests.
- 1.4.1.2. A dedicated phone number to be programmed into the elevators phone system. This phone number must be answered by a live operator 24/7.
- 1.4.2. **Service Interruption.** In the event of a loss in phone service the following must take place:
- 1.4.2.1. The answering service must have a number that all Worcester Housing Authority phone calls can be transferred to in the event that the Worcester Housing Authority phones are down.
- 1.4.2.2. The answering service should have either a emergency generator, a UPS, or some type of adequate back-up in the event that the answering service's phones fail.
- 1.4.2.3. The answering service must notify the Director of Maintenance or the Control Center Supervisor immediately in the event that the answering service's phones as well as their back-up systems for the phones are down so the Worcester Housing Authority can arrange to have the calls forwarded elsewhere.

2. Roles and Responsibilities

2.1. Vendor Responsibilities in support of these specifications include, but not limited to:

- 2.1.1. Meet response times associated with each type of call.
- 2.1.2. Generating reports on service level performance, as specified in section 4 Performance Goals and Problem Resolution.
- 2.1.3. Appropriate notification to tenants and WHA staff for all calls received.

2.2. WHA Responsibilities in support of these specifications include, but not limited to:

- 2.2.1. Availability of WHA staff when dispatching calls.
- 2.2.2. Communicate specific requirements and performance feedback to vendor.

3. Hours-of-Coverage, Response Times and Escalation

3.1. **Hours-of-Coverage** – the vendor will answer calls for the WHA, as follows:

- 3.1.1. Between approximately 4:30 pm **Monday** and 8:00 am **Tuesday**;
- 3.1.2. **Between approximately 4:30 pm Tuesday and 8:00 am Wednesday**;
- 3.1.3. **Between approximately 4:30 pm on Wednesday and 12:00 pm on Thursday**;
- 3.1.4. **Between approximately 4:30 pm on Thursday and 8:00 am on Friday**;
- 3.1.5. Between approximately 4:30 pm Friday and **12:00 pm Monday**, including all day Saturday and Sunday;
- 3.1.6. Any holidays or days in which WHA staff is not working or cannot make it into work;
- 3.1.7. Any other instances where WHA staff is unable to answer calls.

3.2. **Response Times and Escalation** – the vendor will answer and dispatch calls as follows:

- 3.2.1. The vendor will call the ON-CALL staff member during the following timeframes:
 - 3.2.1.1. Monday through Friday, between 4:30 pm and Midnight
 - 3.2.1.2. Saturday between 7:30am and Midnight
 - 3.2.1.3. Sunday between 8:00am and Noon.
- 3.2.2. The ON-CALL staff will assess the situation and request additional resources from the vendor, as needed. For example, the ON-CALL may need to have an electrician called to abate the emergency. In this case; ON-CALL will contact vendor and the vendor will contact the electrician on-call based on the order listed in the Duty Roster. Please refer to Exhibit B – Weekly Duty Roster for a sample roster.
- 3.2.3. The vendor will call a WHA maintenance staff member, based on the Emergency Maintenance Call Listing for the specific property, during the following timeframes:
 - 3.2.3.1. Monday through Saturday, between Midnight and 8:00AM the next day
 - 3.2.3.2. Sunday, between noon and Monday at 8:00am.
- 3.2.4. In the event that no one on the Emergency Maintenance Call List responds, within 30 minutes of an emergency or urgent request, a Maintenance Supervisor will be called. If the Maintenance Supervisor is not available, the vendor shall leave a detailed message describing the situation.
- 3.2.5. In the event that a Maintenance Supervisor is not reached, or has not responded within 15 minutes, the Assistant Director of Maintenance or the Director of Maintenance will be notified immediately.

4. Performance Goals and Problem Resolution

4.1. Performance Goals

- 4.1.1. All and **ONLY** emergency or urgent requests **MUST** be dispatched to WHA staff within 1 hour.
- 4.1.2. All “lock-outs” **MUST** be dispatched to WHA’s Security vendor within 30 minutes.
- 4.1.3. All dispatched calls **MUST** be delivered in an error-free manner. There is an economic impact to the WHA when calls are mishandled. The vendor will take responsibility for all mishandled calls that are deemed to be the fault of the vendor not following procedures.
- 4.1.4. Vendor shall reimburse the WHA for actual costs incurred by the WHA for mishandled calls.

- 4.2. Performance Problem Resolution – when performance goals described above are not met, the vendor will work to resolve and report progress to WHA. The vendor will provide the WHA a plan and a time line to resolve the issue(s).
- 4.2.1. In the event that issues are not resolved in a timely manner, a meeting will be held at the WHA with the vendor to discuss ways to solve the cause of the performance problems.
- 4.2.2. In the event that these performance problems are not resolved to WHA's satisfaction, the WHA reserves the right to terminate the contract.

END OF SECTION

Scope of Services Exhibits A – F continued on next page

SOW - Exhibit A – Emergency Maintenance Call Listing

SAMPLE

Revised 12/15/10

Below are listed the area assigned personnel and back-up personnel for each **PROJECT** in order of those most familiar with that Project. For **EMERGENCIES AT WHA PROJECTS**, the Answering Service will place calls in order as per the following listings.

AREA 1:

GREAT BROOK VALLEY GARDENS:

(76-201 Chino Ave., 1-292 Constitution Ave., 2-53 Freedom Way, 2-85 New Vista Lane, 69-285 Tacoma St.)

| | | | |
|----|--|--------------|--------------------|
| 1 | Mike Rinaldi | 508-799-9177 | |
| 2 | Tom Chachi | 508-987-6264 | |
| 3 | Bob Jewell | 508-867-3248 | |
| 4 | James Burgwinkle | 978-365-2554 | |
| 5 | Juan Ferrer | 774-670-3313 | |
| 6 | Joe Olson | 508-864-9941 | |
| 7 | James Malloy | 508-308-7282 | |
| 8 | Fran Henrickson | 774-272-3756 | |
| 9 | Kevin Johnson | 774-696-4345 | |
| 10 | Bruce Sadusky | 774-386-1832 | Cell 978-799-5484 |
| 11 | Mike Reynolds, Maint. Supervisor | 508-229-2602 | Pager 978-591-1419 |
| 12 | Franny Pepper | 508-981-0925 | |
| 13 | Howie Klatsky | 508-792-3308 | |
| 14 | Gerson Sepulveda | 508-981-3575 | |
| 15 | John Tomaiolo | 508-317-6799 | |
| 16 | Bob Barton | 508-829-5145 | |
| 17 | Rick Raskett | 508-842-7394 | |
| 18 | George Houle | 508-987-7140 | |
| 19 | Dave Eisnor | 508-797-4762 | |
| 20 | Hector Laureano | 508-909-6511 | Cell 508-579-4013 |
| 21 | Scott Nishan | 508-353-7183 | |
| 22 | Dan Rodriguez | | |
| 23 | Shaun Flynn | 508-523-8115 | |
| 24 | Sean Hogan | 508-797-3951 | |
| 25 | Luis Rodriguez | 774-696-3104 | |
| 26 | Ed Garcia | 508-363-3814 | Cell 774-696-4193 |
| 27 | Jerry Santiago | 774-242-6901 | |
| 28 | Mike O'Neil | 508-791-4068 | |
| 29 | Jeremy Gagnon | 508-791-9936 | |
| 30 | Josue Velez | 774-262-4107 | |
| 31 | Mike Shillinsky | 774-289-2042 | |
| 32 | Mike Harrington | 774-262-9152 | |
| 33 | Mike Smith | 508-277-9126 | |
| 34 | Audunn Valdimarsson | 508-248-0866 | Cell 508-410-8570 |
| 35 | Frank Gigliotti, Maint. Supervisor | 508-856-9129 | Cell 508-868-3407 |
| 36 | Bob Cousineau, Maint. Supervisor | 508-853-7987 | |
| 37 | James Cervi, Trades Supervisor | 508-885-1023 | Cell 508-713-3006 |
| 38 | John Warren, Asst. Director of Maint. | 508-869-3404 | Cell 508-723-2933 |
| 39 | Steve Alvarez, Director of Maint. | 508-769-6741 | Cell 774-232-8330 |

SOW - Exhibit B – Duty Roster

SAMPLE

THE FOLLOWING ARE ON DUTY OR ON CALL FOR THE WEEK OF: 6/10/11-6/17/11
FRIDAY: 7:30 AM - 4:30 PM 508-635-3200
FRIDAY: 4:30 PM - 12:00 MID 508-868-3412
SATURDAYS: 8:00 AM - 4:00 PM & 4:00 PM - 12:00 MID. 508-868-3412
SUNDAYS: 8:00 AM - 12:00 NOON 508-868-3412
ALL OTHER HOURS: Central Voice 1-305-270-4000
Account #BR4005 or 508-635-3200

BACK UP SUPERVISORS: Steve Alvarez Cell#1: 508-769-6741
John Warren Cell#2: 774-232-8330
Home: 869-3404
Jim Cervi Cell: 508-723-2933
Cell: 508-713-3006
Home: 508-885-1023

WEEKNIGHTS: MAINT. MECH: Ed Garcia - (Mondays 3:30-MID) Cell: 508-868-3412
Bruce Sadusky - (Tues-Sat 3:30-MID) Cell: 508-868-3412

Saturday: June 11th: Kevin Johnson (7:30AM-4:00PM) Cell: 508-868-3412
Bruce Sadusky (3:30PM-MIDNITE) Cell: 508-868-3412

Sunday: June 12th: Scott Nishan (8AM-12PM) Cell: 508-868-3412

PLUMBERS:

1. John Stuart 508-434-0464 or 508-335-4779
2. John Kubilis 774-614-1079
3. Steve Splaine 508-892-8432 or 774-696-4948

CARPENTERS:

1. Stanley Grynzel
2. Chris Lazarek
3. Steve Serra
4. Ernie James

FOR FIRE ALARM REPAIR, CALL ELECTRICIANS

508-792-5546 or 508-667-0242
774-242-6123
508-612-4515
508-755-4317

ELECTRICIANS:

1. Frank Iaconi
2. F. Barry Gentile
3. Al Zenkus

FOR SECURITY ALARM REPAIR, CALL ELECTRICIANS

508-755-2226 or 508-414-5205
508-757-4317
508-852-8821 or 508-868-2435

HEATING TECH:

Call Plumbers for Heating Calls

NOTE: All Pagers Listed above are numeric Display Pagers. After dialing, wait for the tone then enter your tel. #. Wait for next tone, hang up. Tel. # will then display on pager.

Dist:

C. Leslie
S. Alvarez
J. Warren
J. Cervi

ON VACATION: June 13th through June 17th:

Bob Generelli out on medical leave - DO NOT CALL
Tom Mier out on medical leave - DO NOT CALL

| | | | |
|-------------------|-----------------|----------------|-----|
| R. Cousineau | Mike Smith | 6/13 & 6/14/11 | (v) |
| M. Reynolds | Fran Pepper | 6/13 & 6/17/11 | (v) |
| F. Gigliotti | Tom Chachi | 6/13/11 | (v) |
| C. Comeau | Rick Raskett | 6/13/11 | (v) |
| B. Craig | Bob Cousineau | 6/13/11 | (v) |
| Control Center | Frank Gigliotti | 6/13/11 | (s) |
| Answering Service | Joe Olson | 6/17/11 | (v) |
| | Pat Coulter | 6/17/11 | (v) |

SOW - Exhibit C – General Property Description

SAMPLE

| PROJECT # | PROJECT NAME | ADDRESS(ES) | # OF UNITS | BUILDING TYPE | GENERAL BUILDING INFORMATION |
|-----------|---|---|------------|-------------------|------------------------------|
| 12-1 | Great Brook Valley Gardens | 69-285 Tacoma St., 76-201 Chino Ave., 2-53 Freedom Way, 1-292 Constitution Ave., 2-85 New Vista Ln. | 561 | Townhouses | Gas heat |
| 12-2 | Addison Apartments | 2-26 Addison St., 130-144 Dorchester St. | 51 | 1 & 2 story units | Gas heat |
| 12-3 | Mill Pond Apartments | 1-11 Lowland Ct., 5-27 Mill Pond Rd., 576-580 Mill St. | 51 | 1 & 2 story units | Gas heat |
| 12-7 | Mill Pond Extension | 590-600 Mill St. | 24 | | Gas heat |
| 12-4 | Mayside Apartments | 15-29 Mayside Ln., 20-26 May St. | 48 | 1 & 2 story units | Gas heat |
| 12-5 | Pleasant Tower | 275 Pleasant St. | 134 | High rise | Gas heat / 2 elevators |
| 12-6 | Wellington Apartments | 30 Wellington St. | 104 | High rise | Gas heat / 2 elevators |
| 12-8 | Lincoln Park Tower | 11 Lake Ave. | 199 | High rise | Electric heat / 2 elevators |
| 12-9 | Murray Avenue Apartments | 50 Murray Ave. | 72 | High rise | Gas heat / 2 elevators |
| 12-11 | Hooper Apartments | 25 Hooper St. | 26 | Townhouses | Gas heat |
| 12-12 | Belmont Tower | 40 Belmont St. | 166 | High rise | Electric heat / 2 elevators |
| 12-13 | Webster Square Tower (W) | 1060 Main St. | 179 | High rise | Electric heat / 2 elevators |
| 12-15 | Webster Square Tower (E) | 1050 Main St. | 252 | High rise | Gas heat / 2 elevators |
| 12-16 | Providence, North, & Sigourney Streets | 244-270 Providence St., 69-87 North St., 1-15 Sigourney St. | 29 | Townhouses | Gas heat |
| 12-17 | Southwest Gardens | 21 Dix St., 15 & 17 Cottage St., 13 Wachusett St., 51 North Ashland St., 8-14 Home St., 46 Richards St. | 25 | Townhouses | Electric heat |
| 12-18 | Elm Park Tower | 425 Pleasant St. | 195 | High rise | Electric heat / 2 elevators |
| 12-22 | Remembrance House | 19 Lewis St. | 2 | Duplex | Gas heat |
| 12-219 | John J. Curran Terrace | 201 Providence St. | 50 | Low rise | Gas heat / 1 elevator |
| 12-221 | Lafayette Place | 2 Lafayette St. | 66 | Low rise | Gas heat / 2 elevators |
| 12-223 | Booth Apartments | 698-730 Lincoln St., 1-89 Haven Lane | 45 | 1 story units | Gas heat |
| 200-1 | Lakeside Apartments (70 doors) | 52-54 S. Circuit Ave., 17-20 Garland St., 1-4 Veterans Ave., 2-46 Lakeside Ave., 15 Lovell St. | 205 | 3 story units | Gas heat |
| 200-2 | Curtis Apartments (124 doors) | 60-80 Boylston St., 3-63 GBV Ave., 64-68 Tacoma St. | 372 | 3 story units | Gas heat |
| 667-2 | Greenwood Gardens | 327-341 Greenwood St. | 61 | 2 story units | Gas heat |
| 705-1 | Main South Gardens | 6, 14, & 18 Kilby St.; 25, 27 & 31 Benefit St.; 4 & 6 Cheney St.; 32 Ripley St.; 202 & 204 Beacon St.; 30 Gardner St. | 24 | Townhouses | Gas heat |
| 705-2 | Scattered Sites | 149-159 Lincoln St., 10 & 12 Newport, 11 & 15 Perkins St., 9 Albert St., 42 & 44 Jaques Ave., 18 Hancock St. | 16 | Townhouses | Gas heat |
| 689-1 | CTC | 32 Oberlin St. | 10 | Group home | |
| 689-2 | YOU, Inc. | 129 Blackstone River Rd. | 6 | Group home | |
| 689-3 | Community Residence, Inc. | 309 Hamilton St. | 7 | Group home | |
| 689-4 | Monson Dev Ctr. (DMR) | 197-199 Providence St. | 8 | Group home | |
| 689-7 | Monson Dev Ctr. (DMR) | 8-10 Hudson St. | 8 | Group home | |

SOW - Exhibit D – Call Report

SAMPLE

| Date In | Time In | Date Dispatched | Time Dispatched | Dispatched to | Address | Apt. | Tenant's Name | Tenant's Phone Number | Message | Staff Called | Time Staff Called | Staff Response |
|-----------|---------|-----------------|-----------------|---------------|---------------|------|---------------|-----------------------|-----------------|--|---|---|
| 12/5/2010 | 5:03 PM | 12/5/2010 | 5:28 PM | J. Smith | 69 Tacoma St. | N/A | J. Ruiz | 555-555-1213 | Toilet clogged. | XXXX XXXX XXXX XXXX XXXX J. Smith | 5:04 PM 5:08 PM 5:10 PM 5:13 PM 5:20 PM 5:22 PM 5:28 PM | Left word Not available Left word Left word Left word Not available Relayed |
| 12/6/2010 | 9:25 AM | 12/6/2010 | 9:27 AM | J. Doe | 11 Lake Ave. | 1900 | L. Johnson | 555-555-1111 | Alarm going off | J. Doe | 9:27 AM | Relayed |

SAMPLE

The following is a sample listing of Emergency / Urgent Requests:

1. **Fire**, call Fire Department first and then notify on-call staff member;
2. **Flooding**, only flooding that would result in extensive property damage;
3. **No Electricity**, total loss of power in the entire apartment;
4. **No Water**, total loss of water only;
5. **Burglar Alarms**, ascertain exact location of alarm, call police and wait for call-back before reporting to on-call staff member;
6. **Carbon Monoxide Alarms**, notify fire department, on-call staff member, and inform tenant to leave the unit;
7. **Fire or Smoke Alarms Ringing**, notify on-call staff member and if there's any indication of a fire, see 1. above;
8. **No Heat**, September 15 through June 15 only when there is more than 8 hours until a normal work shift;
9. **No Hot Water**, notify on-call staff member only when there is more than 8 hours until a normal work shift;
10. **Elevator Breakdowns**, if one or both elevators are out of order or if a person is trapped inside an elevator (in this case the Fire Department will also be called in);
11. **Lockouts**, if anyone is locked out of their unit or the building, on-call staff member or security company (see enclosed) will be notified;
12. **Trash chute clogged in high rise buildings**, notify on-call staff member only when there is more than 4 hours until a normal work shift;
13. **Threats to Life or Safety**, on-call staff member will be notified of any calls which do not fall in the above emergency categories IF, for any reason, the particular problem is judged severe enough to threaten the life or safety of a tenant. The on-call staff member will take any appropriate action deemed necessary.

SAMPLE

The following is a sample listing of Routine Requests:

1. Appliance Malfunction – A refrigerator not keeping food cold enough.
2. Clogs – tub and sink clogs that are not the cause of flooding.
3. Extermination Requests – these are handled during the next regular weekday shift.
Key / Lock Replacements – these are handled during the next regular weekday shift, unless the Worcester Police Department deems the situation unsafe for the tenant.

SOW - Exhibit G – WHA's Usage for 2014-2015

Worcester Housing Authority

Usage Summary for the Last 12 Months

| | In + OutCalls | In + OutTime | PtchMins |
|--------------------|---------------|--------------|----------|
| Jun-14 | 1687 | 1361 | 0 |
| Jul-14 | 1743 | 1243 | 0 |
| Aug-14 | 1566 | 1421 | 0 |
| Sept-14 | 1841 | 1641 | 0 |
| Oct-14 | 1941 | 1698 | 0 |
| Nov-14 | 2140 | 1701 | 0 |
| Dec-14 | 2004 | 1621 | 0 |
| Jan-15 | 2331 | 1948 | 0 |
| Feb-15 | 2342 | 2368 | 0 |
| Mar-15 | 1878 | 1776 | 0 |
| Apr-15 | 1368 | 1591 | 0 |
| May-15 | 1248 | 1484 | 0 |
| Monthly Avg | 1841 | 1654 | 0 |
| Peak | 2342 | 2368 | 0 |

END OF SOW EXHIBITS A-G

IV. PROPOSAL SUBMISSION REQUIREMENTS

This section provides information concerning the form and required contents of proposals submitted in response to this RFP. All proposals must comply with the requirements of this section in order to be evaluated by the WHA.

Sealed proposals will be received at:
Worcester Housing Authority
Purchasing Department
69 Tacoma Street
Worcester, MA 01605

By 10:30 A.M., July 9, 2015

No proposal will be accepted after that time.

Proposals must be organized according to the following format and address each of the points detailed below.

Offeror must submit one (1) original proposal and four (4) copies. Proposals must be typewritten, double spaced on plain white paper, be in written in an executive summary format **not to exceed 25 pages**, excluding forms and required attachments. All proposals must be securely bound, **however, elaborate packages, binders, etc. are not recommended.**

Each proposal must be organized into two separately sealed and packaged parts and labeled accordingly. **Part One – Technical Proposal** is to include five (5) sections numbered consecutively and each section must be clearly marked by a tab or other divider **and a page number must appear on the header or footer of each page.** **Part Two – Price Proposal** must be sealed and separately packaged.

Labels on both, TECHNICAL & PRICE Proposal envelopes shall include:

RFP #15-17 Telephone Answering Services
TECHNICAL Proposal or PRICE Proposal
Company Name; address

“Part One – Technical Proposal” shall include the following:

Tab 1 – Technical Proposal Cover Page this form, provided by WHA, see Appendix #7, must be provided as page 1 of Tab 1. Proposer must complete this form and be sure to acknowledge any/all Addendums issued for this RFP.

Minimum Criteria this form, provided by WHA, must have the “found on page _____” completed and must be provided as page 2 of Tab 1. Be sure to identify what page documentation for fulfilling each criteria is found.

Comparative Criteria this form, provided by WHA, must have the “found on page _____” completed and must follow the Minimum Criteria form. Be sure to identify what page documentation for fulfilling each criteria is found.

Letter of Transmittal: must be signed by a company official authorized to bind the Proposer, must identify all parties to the proposal. Include the name, address and telephone number of the person (s) authorized to submit and discuss the proposal. The letter must clearly state the intention of the Proposer, if selected, to provide the services at the proposed prices and within the time frames specified in accordance with the terms and conditions specified in the proposal and this RFP document. The letter must indicate whether or not any of the parties to the proposal have been disbarred or otherwise prevented from participation in HUD-funded projects, at any time. *Do not include the dollar amount of your proposal in this section; this must be provided in the Price Proposal, a separately sealed envelope.*

Tab 2 – Agency Qualifications: Provide a narrative indicating the identity and qualifications of personnel to be assigned to this work. Include a resume(s) of key personnel to be involved with this contract. The proposal shall

include any pertinent licenses that the staff may have relative to providing services to a maintenance organization and a statement that indicates how many years of experience the individuals have serving public housing authorities.

Tab 3 –Work Plan. “Provide a work plan that describes how each of the following will be provided:

- a.) a policy and procedure which demonstrates clearly how calls will be handled, routed and prioritized;
- b.) details how multiple calls to different operators will be coordinated;
- c.) details the software system to be used for this contract and how it pertains to this contract;
- d.) a clear definition of each task, within this RFP, and procedures for meeting those tasks.”

Tab 4 – Client List: Provide a complete list of all Public Housing Authorities that the firm has provided answering services for in the past five years. A reference form has been provided. In addition, please identify three references similar in size to the WHA that we can contact, and list on attached reference form.

Tab 5 – WHA Certifications: Complete and sign the required forms and certifications included in the RFP:

1. Proposer Information Sheet (page 42)
2. Non-Collusive Affidavit
3. Certifications, Representations and other Statements of Proposers (HUD 5369C)
4. Certificate of Corporate Clerk
5. Certificate of Tax Compliance
6. Reference Form (this form must be submitted as part of Tab 4)
7. Technical Proposal Cover Page (this form must be submitted as page 1 Tab 1)

“Part Two – Price Proposal”

In a separately packaged and sealed envelope, the Proposer must include a completed Price Proposal form that includes all charges for these services, no other fees will be accepted upon award of the contract, see provided PRICE PROPOSAL Form.

V. PROPOSAL EVALUATION

All proposals will be reviewed using the following three evaluation tools:

- minimum criteria
- comparative evaluation criteria
- price proposal calculation sheet

The WHA will determine the most advantageous proposal from a responsible and responsive Proposer, taking into consideration all evaluation criteria as well as price, as set forth in this RFP.

END OF SECTION

**TECHNICAL PROPOSAL
MINIMUM EVALUATION CRITERIA**

The following minimum criteria must be met before consideration and evaluation will be given to the Proposer's technical proposal submission package. **This form must be completed and provided as Page 2 of Tab 1.**

1. The proposal includes all information included in section "APPENDIX – Required Documents."
Yes () No () found on page _____
2. The Proposer has 3 years experience with providing Telephone Answering Services to a minimum of one (1) Public Housing Authority or property management company with a minimum of 500 units.
Yes () No () found on page _____
3. The Proposer will provide one (1) person per shift that is bi-lingual in English/Spanish
Yes () No () found on page _____
4. The Proposer has a back up generator or UPS (uninterrupted power supply) for the telephone and recording system.
Yes () No () found on page _____
5. The Proposer is able to provide necessary staff and services as detailed in this RFP on **January 1, 2016**
Yes () No () found on page _____
6. Any Supervisor assigned to this account shall have 3 years answering service experience with one year as a supervisor.
Yes () No () found on page _____
7. The Proposer records all telephone calls that can be played back.
Yes () No () found on page _____
8. The Proposer has not been disbarred or otherwise prevented from participation in HUD-funded
Yes () No () found on page _____

COMPANY NAME: _____

TECHNICAL PROPOSAL COMPARATIVE EVALUATION CRITERIA

For each comparative evaluation criteria, you will be assigned a rating of “Highly Advantageous (HA),” “Advantageous (A),” “Not Advantageous” (NA) or “Unacceptable (U).” The WHA will then assign a composite rating to the entire proposal. **All proposers must fill in the page number for each criteria showing where evidence of fulfilling each criteria can be found in their Technical Proposal and present these sheets behind the Minimum Criteria page of Tab I of their TECHNICAL PROPOSAL.** The Comparative Criteria is listed in order of priority. This form must be completed. If the criteria has more than one requirement proposers must provide a page # of where evidence of each of those specific criteria can be found.

1. PLAN OF SERVICES found on page _____

Proposer has submitted a Plan of Services that details the operating procedures of their company relative to the tasks of this contract and that shows a timeline for an implementation date of May 1, 2011.

Highly Advantageous

Proposer’s Plan of Services provides a.) a policy and procedure which demonstrates clearly how calls will be handled, routed and prioritized; b.) details how multiple calls to different operators will be coordinated; c.) details the software system to be used for this contract and how it pertains to this contract; d.) a clear definition of each task, within this RFP, and procedures for meeting those tasks.

Advantageous

The proposer addresses each of the above, but does not provide a detailed plan and/or the Plan of Services is not clearly understood for each of the above.

Unacceptable

The proposer does not provide a Plan of Services that addresses each of the above and/or does not have a software system that will handle the requirements as stated.

2. KEY PERSONNEL found on page _____

Proposer to include resumes

Highly Advantageous

Supervisor(s) assigned to this account has 5 years of experience in the telephone answering service business, 3 of which is at a supervisory level.

Advantageous

Supervisor(s) assigned to this account has 3 years of experience in the telephone answering service business, 1 of which is at a supervisory level.

Unacceptable

Supervisor(s) assigned to this account has less than 3 years of experience in the telephone answering service business, with less than 1 year at a supervisory level.

3. AUDIO CALL RECORDINGS found on page _____

Highly Advantageous

Proposer voice records all telephone calls and will email them to WHA when requested.

Advantageous

Proposer voice records all telephone calls. Calls can be played back, but can not be transmitted electronically to the WHA.

Unacceptable

Proposer does not voice records telephone calls.

4. CALL REPORTING found on page _____

At the beginning of each workday the answering service must deliver a report to the Maintenance dept. detailing all of the calls which they received during the prior shift(s). A current SAMPLE of proposers report is included with this Technical proposal.

Highly Advantageous

Proposer shall send the daily report in Microsoft (MS) Excel file or in a table (CSV) format

Advantageous

Proposer only provides daily reports in an email and/or in a fax.

Unacceptable

Proposer can only fax daily reports.

5. LOCATION OF OFFICE found on page _____

Highly Advantageous

Proposer's office is located 50 miles or less from Worcester, MA

Advantageous

Proposer's office is located 100 miles or less from Worcester, MA

Not Advantageous

Proposer's office is located more than 100 miles from Worcester, MA

6. EXPERIENCE found on page _____

Highly Advantageous

Currently servicing at least 3 public housing authorities or property management companies with more than 500 units each.

Advantageous

Currently services **less than 3** public housing authority or property management company **that each have a minimum of 500 units.**

Unacceptable

No public housing or property management companies and/or less than 500 units.

END OF SECTION

EXHIBITS

1. Instructions to Proposer Non-Construction HUD5369B
2. General Contact Conditions Non-Construction HUD5370C
3. MBE Notice
4. Contract Agreements

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here.]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

- 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 (a) of this section are permitted under this clause.
- (ii) 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.
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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.

MBE NOTICE

The Worcester Housing Authority has implemented a program for the utilization of certified Minority Business Enterprises (MBE's) on this project. All bidders should plan to establish a minimum **goal** of 20% of their general bid price for services to be performed by certified MBE's. These services may be for general construction, engineering, architectural services, auditing/administrative services, and/or procurement of supplies (vendors).

For information on what certified MBE's may be available to perform work in a particular phase of the construction process, please contact:

Worcester Housing Authority
Affirmative Action Office
40 Belmont Street
Worcester, Ma 01605
Telephone (508) 635-3000

or

State Office of Minority Business Assistance
10 Park Plaza, Suite 3740
Boston MA 02116
Telephone (617) 727-8692

WHA/8-07

MBE NOTICE-1

The following **CONTRACT** document is a **SAMPLE** only and should not be submitted with your proposal.

WORCESTER HOUSING AUTHORITY

CONTRACT #P15-17 FOR TELEPHONE ANSWERING SERVICES

THIS CONTRACT is entered into this ____ day of _____, 2011, by and between the WORCESTER HOUSING AUTHORITY, a body politic and corporate with primary offices located at 40 Belmont Street, Worcester, MA (hereafter referred to as "WHA") and

*SAMPLE CONTRACT
Do Not Submit with your
proposal*

(hereafter referred to as "The known as the "Parties".

Contractor"), and collectively

WHEREAS the WHA requires the services of **Telephone Answering Services** for the effective management and/or administration of WHA owned properties and/or WHA programs; and

WHEREAS, the WHA has been authorized by its Executive Director to enter into contracts on its behalf for **Telephone Answering Services** services, and

NOW THEREFORE, the Parties agree as follows:

1. **SCOPE OF WORK.** "The Contractor" shall perform all services/tasks as required by the WHA and as provided in Appendix A, Scope of Work, attached hereto and incorporated by reference.
2. **TERM OF CONTRACT.** The initial term of this contract shall commence on **January 1, 2016** and shall terminate on **December 31, 2016**. The WHA, may at its sole discretion, extend this Contract for up to two (2) additional one (1) year terms with no changes to any terms and/or conditions and/or contract price as provided under Appendix B, Price Proposal as attached hereto and described below.
3. **CONTRACT PRICE.** The WHA shall pay "The Contractor" for the full and satisfactory performance of the contract a sum not to exceed _____ dollars (\$_____). This Contract may be subsequently modified and/or extended, in writing only and executed by both parties.

To the extent that materials and supplies are used and/or incorporated in the performance of this agreement, "The Contractor" is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the acts of 1966. "The Contractor" shall be responsible for payment of all other taxes and/or tariffs related to the work or services provided under this Contract.

"The Contractor" shall submit, as a condition of compensation, an invoice with a detailed backup documenting items and costs, as necessary.

4. **AMENDMENTS.** Either party to this Contract may request changes in the scope of services, operational plan, compensation or term of the agreement. Such changes, must be mutually agreed upon by the WHA and "The Contractor" and must be incorporated into this Contract by written amendment and duly executed by both parties.

In the event that federal or state policies or procedures governing this Contract are modified during the contract term, such modification shall be incorporated into this agreement by reference to same.

5. **AVAILABILITY OF FUNDS AND REDUCTION OF CONTRACT OBLIGATION.** This Contract is contingent upon the receipt of funds and continued authorization for contracted services.

In the event that funds become unavailable for any reason, or authorization for the services described herein is withdrawn or otherwise modified, the WHA, at its discretion, and as it deems in the best interest of the WHA, may unilaterally terminate this Agreement upon five (5) days written notice.

In the event that funds are reduced, or authorization for program/project activities modified, the WHA, at its discretion, also retains the unilateral right to modify this agreement. A reduction of services commensurate with reduction of funding will be determined by the WHA.

In case of termination or reduction of contract obligation, "The Contractor" shall be entitled to receive compensation for any work satisfactorily completed or shall be entitled to costs incurred to the date of termination or reduction.

In any and all cases of termination of Contract, all records, documents, assets, property and equipment purchased by "The Contractor", on behalf of the WHA, with funds provided under this Contract, shall at the option of the WHA become the property of the WHA.

6. **TERMINATION FOR CONVENIENCE.** The WHA may terminate this Agreement, in whole or in part, when such termination is deemed by the WHA to be in its best interest by giving thirty (30) days written notice of termination.
7. **TERMINATION FOR DEFAULT.** If "The Contractor" fails to perform its obligations in a timely and proper manner or if "The Contractor" violates any of the material terms, covenants and/or conditions of this Contract, the WHA may terminate this agreement, in whole or in part, by giving ten (10) days written notice of termination to "The Contractor" specifying the reason(s) thereof.
8. **TERMINATION FOR FRAUD.** This Agreement will be terminated immediately in the event of fraud or program abuse.
9. **TERMINATION BY MUTUAL AGREEMENT.** This contract may be terminated by amendment, if provided in writing and executed by both parties.
10. **WITHHOLDING OF PAYMENT.** Upon termination, the WHA may withhold any payments to "The Contractor" for the purpose of set-off until such time as exact amount of damages or overpayment is determined.
- At its discretion, and as an alternative to termination, the WHA may withhold payment to "The Contractor" if "The Contractor" is found to be in non-compliance or default of any material provision of this Contract, the WHA will notify "The Contractor" in writing and "The Contractor" will be allowed fifteen (15) days to meet compliance requirements.
- b. If, after said fifteen (15) day period, "The Contractor" fails to comply, the WHA may reduce or withhold payment to "The Contractor" until such compliance is rendered.
11. **RECORDS AND RECORD-KEEPING.** "The Contractor" agrees to submit all written reports and financial invoices to the WHA as required and in accordance with all reporting formats provided and specified herein, if any.

"The Contractor" agrees to retain said reports, records and supporting documentation for six (6) years. or until such time any issues in an open audit are resolved. The WHA and/or its funding agencies shall have access to and the right to examine any pertinent books, documents, papers or other records involving transactions related to this agreement for the purpose of making audit, examination, excerpts and transcriptions.

“The Contractor” agrees to comply with Massachusetts Public Records Law, M.G.L. c. 66, and relevant federal and/or local statutes, rules or regulations, whichever is more restrictive, regarding record retention.

12. **INDEMNIFICATION.** “The Contractor” shall indemnify and hold harmless the WHA, and its officers or agents, from any and all third party claims arising from activities under this Agreement as set forth in M.G.L. c. 258, § 2 as amended.

“The Contractor” will hold harmless the WHA for damages arising from negligence, violation of the federal/state funding authority requirements, and/or failure to secure required and necessary insurance.

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

13. **INSURANCE.** “The Contractor” upon execution of this Agreement and throughout its term, unless otherwise provided by law shall procure workers’ compensation, fire, theft, casualty, extended coverage, personal liability, and any other pertinent insurance for the purpose of insuring property purchased with public funds under this Agreement; for the protection of personnel employed by “The Contractor” as a result of this Agreement; and for individuals participating in agency activities as a result of this Agreement.

Commercial Liability Insurance. The Contractor will provide the WHA with Certificates of Insurance covering public liability in an amount not less than \$500,000.00 for damages to one person, and not less than \$1M per accident. The Contractor will name the WHA as co-insured on said policy.

Property Damage Insurance. The Contractor will provide the WHA with Certificates of Insurance covering property damage in an amount not less than \$500,000.00 for damages on account of one accident, and not less than \$1M for all accidents. The Contractor will name the WHA as co-insured on said policy.

Vehicle Liability. The Contractor will provide the WHA with Certificate of Insurance covering vehicle liability in an amount not less than the following:

| | |
|-----------------|-----------------------|
| Personal Injury | \$500,000 each person |
| | \$1,000,000 aggregate |
| Property Damage | \$300,000 |

Workers’ Compensation Insurance. Contractor shall provide Worker’s Compensation Insurance in accordance with the Worker’s Compensation Act of the Commonwealth of Massachusetts (M.G.L. c. 149 § 34A and M.G.L. c. 152) as follows:

| | |
|---------------------------------|---|
| Workers Compensation Coverage A | Statutory Minimum |
| Employer’s Liability Coverage B | \$500,000 each accident \$500,000 disease per employee \$500,000 disease policy |

Upon execution of this CONTRACT, “The Contractor” shall submit copies of Certificates of Insurance identifying the WHA as co-insured.

If “The Contractor” self-insures, as provided by the laws of the Commonwealth, “The Contractor” will provide certification of the value of said self-insurance, as well as certification that coverage is extended for the protection of personnel, program participants and property purchased with funds under this Agreement.

If “The Contractor” is required to procure fiduciary insurance, then “The Contractor” shall procure such fiduciary insurance from a responsible bonding company authorized to do business within the Commonwealth. “The Contractor” shall bond all personnel employed with financial responsibilities.

14. **ASSURANCES.** “The Contractor” accepts sole responsibility for ensuring that all activities undertaken pursuant to this Agreement comply with all applicable federal, state and local laws, rules and regulations.
15. **SUBCONTRACTS/ASSIGNMENTS.** “The Contractor” shall not subcontract, assign or transfer any of the services provided under this Agreement without the prior written consent of the WHA, except that claims for monies due or to become due under the Contract may be assigned to a bank or other financial institution.
16. **CONFLICTS OF INTEREST (INDIVIDUAL AND ORGANIZATIONAL).**
Issues of conflict of interest, both individual and organizational, shall be resolved according to M.G.L. c. 268A and/or the requirements of any and all public funding source(s) under this Contract, whichever is more restrictive. It is the responsibility of “The Contractor” to ensure that all conflict of interest requirements are adhered to for both individual and organizational purposes.
17. **COPYRIGHT.** No reports, maps or other documents produced in whole or in part under this Contract shall be subject to a copyright, patent by or on behalf of “The Contractor”, unless the WHA is given unlimited license to use such copyright or patent.
18. **PERSONNEL PROCEDURES.** Personnel employed by “The Contractor” under this Agreement shall not be considered employees of the WHA.

“The Contractor” shall not discriminate against any qualified employee or applicant for employment because of race, national origin, age, sex, religion or physical or mental handicap. “The Contractor” agrees to comply with all applicable federal and state laws, rules and regulations prohibiting discrimination in employment.
19. **DISSEMINATION 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 of the WHA.
20. **SEVERABILITY.** If any provision in this Contract is determined to be illegal, unenforceable or void by a court of competent jurisdiction, then that provision shall be deemed severed from this Contract. All other provisions of this Contract shall continue in full force.
21. **GOVERNING LAWS AND JURISDICTION.** The WHA and “The Contractor” do mutually agree that the laws of the Commonwealth of Massachusetts govern this Contract, except as otherwise provided by federal law, rules and regulations with respect to federal funds. The parties further agree that jurisdiction over any dispute arising out of this Contract shall be limited to any court of competent jurisdiction within the Commonwealth of Massachusetts.
22. **HIERARCHY OF PROVISIONS.** In the event of any inconsistency or conflict between any term, condition or provision of this written Contract and any Appendix and Attachment shall be resolved by giving precedence in the following order: (1) this contract; (2) the Appendices and (3) the Attachments. The document having the higher preference shall be controlling and the inconsistent or conflicting term, condition or provision in the document having subordinate preference shall be deemed modified, superseded or replaced, as appropriate, by the provisions of the document having higher preference.
23. **ALL REFERENCED ATTACHMENTS.** “The Contractor” hereby certifies and warrants the truth, accuracy and completeness of the following documents filed with the WHA in connection with this Agreement and incorporated by reference:
 - a. Certifications, Representations and Other Statements of Offerors – HUD 5369C
 - b. Certificate of Corporate Clerk
 - c. Non-Collusive Affidavit
 - d. Certificate of Tax Compliance
 - e. Bidder Information Sheet
 - f. Reference Form
 - g. Technical Proposal Cover Page

IN WITNESS THEREOF the WORCESTER HOUSING AUTHORITY and “The Contractor” have executed this Contract as of the Date first above written.

Worcester Housing Authority

By: _____

Raymond V. Mariano,
Executive Director

Date: _____

“The Contractor”

By: _____

Title: _____

Date: _____

End of **SAMPLE CONTRACT** Section

APPENDICIES

REQUIRED ITEMS FOR TECHNICAL PROPOSAL SUBMITTAL

The information required as part of the TECHNICAL PROPOSAL submittal includes the following items and forms:

1. Certifications, Representations and Other Statements of Offerors – HUD 5369C
2. Certificate of Corporate Clerk
3. Non-Collusive Affidavit
4. Certificate of Tax Compliance
5. Bidder Information Sheet
6. Reference Form
7. Debarment/Suspension Form
8. Technical Proposal Cover Page (**separate from the Price Proposal**)

REQUIRED ITEMS FOR PRICE PROPOSAL SUBMITTAL

1. PRICE PROPOSAL – **separate sealed envelope** clearly marked:

PRICE PROPOSAL for #15-17 Telephone Answering Services

Certifications and Representations of Offerors

Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

CERTIFICATE OF CORPORATION CLERK

(For use when Bidder is a Corporation)

The undersigned Clerk of _____ a corporation, duly organized and existing under the laws of the State of _____, hereby certifies that the following are true and correct copies of votes duly adopted by the Board of Directors of said corporation at a meeting thereof held on _____, at which meeting a quorum of said Board was present and voted in favor of said votes.

(Date must be ON or BEFORE Proposal date)

VOTED: That _____ in his capacity as _____ of this corporation be authorized, and he is hereby so authorized, to prepare and execute a proposal to the Worcester Housing Authority in response to its request for proposal for; Answering Services and that such contract may be submitted upon such terms and conditions as he shall decide.

VOTED: That he be further authorized, and he is hereby so authorized, to execute and deliver the contract documents for such work upon such terms and conditions as he shall decide;

VOTED: That he be further authorized, and he is hereby so authorized, to execute and deliver a performance bond and a payment bond with respect to said contract upon such terms and conditions as he shall decide:

VOTED: Further, that his signatures on said documents shall constitute conclusive evidence that they have been authorized by this vote.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said

(Name of Corporation)

this _____ day of _____, 20_____.

(Date must be ON or AFTER Proposal date)

(Corporate Clerk)

CERTIFICATE OF NON-COLLUSION

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

Signature of individual submitting bid or proposal

Name of business

STATE OF _____

County of _____, ss. _____, 20()

On this ____ day of _____, 20() before me, the undersigned Notary Public, personally appeared the above-named _____ and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on this document, and acknowledged to me that he/she signed it voluntary for its stated purpose and that it is their free act and deed.

Notary Public (Name and Seal)

My Commission Expires:

CERTIFICATE OF TAX COMPLIANCE

REAP CERTIFICATION: Pursuant to M.G.L. c. 62 c, sec. 49 (a),

The individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Company: _____

Street: _____

CITY/STATE/ZIP: _____

E-mail: _____

Phone/Fax: _____

By: _____

NAME & TITLE: _____

WORCESTER HOUSING AUTHORITY

PROPOSER INFORMATION SHEET

1. Kindly furnish the following information regarding the Proposer:

IF A PROPRIETORSHIP

Firm Name_____

Name of Owner_____

Business Address_____ Tel._____

Home Address_____ Tel._____

E-mail Address_____

IF PARTNERSHIP

Full name and addresses of all partners:

NAME

ADDRESSES

Business address_____ Tel._____

IF A CORPORATION

Full Legal Name_____

State of Incorporation_____

Principal Place of Business_____

Qualified in Massachusetts? Yes () No ()

Place of Business in Massachusetts_____ Tel._____

Furnish the following information regarding Surety Company:

Full Legal Name_____

State of Incorporation_____

Principal Place of Business_____

Admitted to do business in Massachusetts? Yes () No ()

REFERENCE FORM

COMPANY NAME: _____

List all contracts performed within the past five (5) years that are similar in nature, size and scope of this project. For each contract complete the following information:

REFERENCE: _____ Email _____

STREET: _____ City/State/Zip _____

Project Cost: \$ _____

CONTACT: _____

PHONE: _____

Description and dates services provided:

REFERENCE: _____ Email _____

STREET: _____ City/State/Zip _____

Project Cost: \$ _____

CONTACT: _____

PHONE: _____

Description and dates services provided:

REFERENCE: _____ Email _____

STREET: _____ City/State/Zip _____

Project Cost: \$ _____

CONTACT: _____

PHONE: _____

Description and dates services provided:

(Continued on next page)

REFERENCE: _____ Email _____

STREET: _____ City/State/Zip _____

Project Cost: \$ _____

CONTACT: _____

PHONE: _____

Description and dates services provided:

REFERENCE: _____ Email _____

STREET: _____ City/State/Zip _____

Project Cost: \$ _____

CONTACT: _____

PHONE: _____

Description and dates services provided:

USE ADDITIONAL SHEETS IF NEEDED.

Worcester Housing Authority

RFP #15-17 Telephone Answering Services

**TECHNICAL PROPOSAL
COVER PAGE**

Proposers must submit this as page one of their Technical Proposal

Proposer acknowledges the following addendum:_____, _____, _____, _____, _____,

COMPANY:_____

STREET:_____

CITY/STATE/ZIP:_____

EMAIL:_____

PHONE/FAX:_____

BY: _____

NAME & TITLE: _____

Worcester Housing Authority

Purchasing Department

Ms. Re Cappoli, *Chief Procurement Officer*

Cappoli@worcester-housing.com

(508) 635-3202

Date: _____

Vendor/Contractor Name: _____

Subject: Debarment/Suspension Letter for Request for Proposal #**15-17 RFP Answering Services**

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification shall be done by completing and signing this form and submitting with your bid.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department of agency.

Name: _____

Please Print Clearly

Signature: _____

Company: _____

Address: _____

Address: _____

Email Address: _____

Phone/Fax #s _____ / _____

Date: _____

WORCESTER HOUSING AUTHORITY

PRICE PROPOSAL

(PAGE 1 OF 2)

Proposer shall provide the Price Proposal (2 PAGES) in a separate sealed envelope

A. The undersigned proposes to furnish all labor, materials, and equipment required to fulfill all requirements of:

RFP #15-17 TELEPHONE ANSWERING SERVICES

for the contract price specified below according to the terms and conditions of the contract.

B. This proposal includes acknowledgement of addenda number(s) _____, _____, _____, _____,

C. All fees/expenses associated with fulfilling this contract must be included here. No other fees/expenses will be accepted. The proposed contract price is:

| Description – YEAR ONE | | Unit Cost | Est. Qty. | Year One Total |
|--|-----------------------|--------------|--------------|----------------|
| Base Rate (2,400 calls per month – total inbound and outbound) | Per Month | \$ | 12 Months | \$ |
| Additional Inbound/Outbound Operator Assisted Calls | Per Call | \$ | 1654 each | \$ |
| Patch Minutes (Tenant connected directly to Maint. Personnel) | Per Minute | \$ | 10 each | \$ |
| | YEAR ONE TOTAL | | | \$ |

| Description – YEAR TWO | | Unit Cost | Est. Qty. | Year Two Total |
|--|-----------------------|--------------|--------------|----------------|
| Base Rate (2,400 calls per month – total inbound and outbound) | Per Month | \$ | 12 Months | \$ |
| Additional Inbound/Outbound Operator Assisted Calls | Per Call | \$ | 1654 each | \$ |
| Patch Minutes (Tenant connected directly to Maint. Personnel) | Per Minute | \$ | 10 each | \$ |
| | YEAR TWO TOTAL | | | \$ |

| Description – YEAR THREE | | Unit Cost | Est. Qty. | Year Three Total |
|--|-------------------------|--------------|--------------|------------------|
| Base Rate (2,400 calls per month – total inbound and outbound) | Per Month | \$ | 12 Months | \$ |
| Additional Inbound/Outbound Operator Assisted Calls | Per Call | \$ | 1654 each | \$ |
| Patch Minutes (Tenant connected directly to Maint. Personnel) | Per Minute | \$ | 10 each | \$ |
| | YEAR THREE TOTAL | | | \$ |

GRAND TOTAL \$ _____
(Years 1, 2, 3)

COMPANY NAME: _____

(Continued on Next Page)

PRICE PROPOSAL

(PAGE 2 OF 2)

The WHA's payment software calculates and takes any prompt payment discounts allowed by our vendors and contractors. If your company provides prompt payment discounts, please fill in the box below. If your company does not provide this discount, please check the appropriate box. Without the prompt payment discount, WHA will pay according to agreed upon standard payment terms.

Please Note: prompt payment discounts will not be used in determining the low responsible/responsive/eligible bidder. Thank you.

Prompt Payment Discount: take _____ % paid within _____ days.

NO discount provided ☐

D. Proposer has submitted the following with their **Technical Propopsal**:

1. Certifications, Representations, and Other Statements of Proposers, Non Construction HUD 5369C
2. Certificate of Corporate Clerk
3. Non-Collusive Affidavit
4. Certificate of Tax Compliance
5. Proposer Information
6. Reference Form
7. Debarment/Suspension Certification
8. Technical Proposal Cover Page

E. The undersigned agrees that, if he is selected as the contractor, he will within thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the WHA, execute a contract in accordance with the terms of this General Sealed Proposal.

It is understood that the Worcester Housing Authority may reject any and all, in whole or in part, sealed proposals if the Worcester Housing Authority deems it is in its best interest to do so.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

(Date)

(Company)

(Phone / Fax)

(EID #)

(Signature)

(Street Address)

(Print Name)

(City/State/Zip)

Title

(Email Address)

END OF PRICE PROPOSAL