



**REQUEST FOR PROPOSALS FOR
RESIDENT RELOCATION SERVICES
AUTHORITY-WIDE
BHA Job No. 1978-01
October 2021**

PART I: INTRODUCTION

The Boston Housing Authority ("BHA") seeks proposals for relocation and rehousing services as well as technical assistance to BHA staff engaged in relocation in connection with renovation and redevelopment activity throughout the BHA's public housing portfolio. The BHA is a public housing authority organized pursuant to Massachusetts General Laws Chapter 121B and funded by the United States Department of Housing & Urban Development ("HUD") and the Massachusetts Department of Housing and Community Development ("DHCD"). All proposals submitted in response to this Request for Proposals ("RFP") must comply with the requirements of the RFP as set forth herein.

This Request for Proposals ("RFP") consists of this document and the following attachments:

1. Request for Proposals Notice
2. Required Forms (Appendix A)
3. Proposed Professional Services Contract (Appendix B)
4. Minority Participation and M/WBE Utilization Requirements and Resident Employment and Contracting Requirements Provision (Appendix C)
5. Form of Fee Proposal (Appendix D)

BHA aims to select one or more proposals to ensure coverage of both direct relocation activities on an as-needed basis as well as technical assistance to ensure that BHA may ramp up its own in-house capacity to carry out relocation activities in the years to come.

A. Submission Instructions

Proposers responding to this RFP shall submit eight (8) copies and one (1) original of their proposal and shall provide one (1) electronic copy of their proposal on USB media. This submission should be in Adobe PDF format, although Microsoft Office files (Word, Excel) are also acceptable.

Proposers shall submit their proposals to: BHA Contract Office, Dan Casals, Deputy Administrator, Boston Housing Authority, 52 Chauncy Street, 6th Floor, Boston, MA 02111, no later than **2:00 PM on Friday October 29, 2021**, by mail or hand delivery. Each proposal must be in a sealed envelope

marked with the Proposer's name, address, and telephone number. The Proposer is required to submit the fee and non-fee portions of the proposal under separate cover as follows:

1. One envelope shall be marked: "BHA Job No. 1978-01: Proposal for Authority-Wide Relocation Services – Qualification Statement, Service Plan, and Required Forms"
2. The second envelope shall be marked: "BHA Job No. 1978-01: Proposal for Authority-Wide Relocation Services – Fee Proposal."

Proposals must comply with the requirements of the RFP as set forth herein. The BHA will not accept or review proposals received after the designated submission deadline. The BHA reserves the right to extend the time for receipt of proposals.

The only acceptable evidence to establish the time of receipt at the BHA of a proposal, a modification thereto, or withdrawal thereof shall be the time/date stamp of the BHA on the proposal envelope wrapper or other documentary evidence of receipt maintained by the BHA. Notwithstanding the above, a late modification of an otherwise successful proposal that makes its terms more favorable to the BHA will be considered at any time it is received and may be accepted.

Proposals shall not be opened publicly. The contents of proposals shall remain confidential, and shall not be disclosed to competing Proposers until the completion of the evaluation.

B. Inquiries and Modifications

Inquiries or requests for modifications regarding this RFP will be accepted in writing on or before **Wednesday October 13, 2021 at 2:00 PM** (the "Inquiry Deadline") and should be submitted to Daniel Casals, Deputy Administrator, Boston Housing Authority, 52 Chauncy Street, Boston, MA 02111 or via email to bids@bostonhousing.org.

On or before the Inquiry Deadline, Proposers may ask questions about the RFP or notify the BHA of any ambiguity, inconsistency, or error they may discover upon examination of this RFP and all documents attached and/or referenced hereto. Furthermore, Proposers may notify the BHA, in writing, of any term(s) in any document attached to this RFP, including the Professional Services Agreement, to which the Proposer has an objection or is unwilling to execute. The BHA shall not review or consider requested changes to any RFP provision, or any term to any attachment to the RFP that are not submitted in writing by this date and time unless the BHA, in its sole and absolute discretion and judgment, determines that any such changes are minor in nature and not prejudicial to fair competition.

Any response given to a prospective Proposer's inquiries, and requested modifications to the terms of any attachment to this RFP, if acceptable to the BHA, will be issued as a written addendum to this RFP and distributed to every individual or firm on record as having received the RFP from the BHA, as well as made available to all interested parties. Any information obtained by, or provided to, a Proposer other than by the process described in this paragraph, shall not constitute a change to the RFP.

C. Contact with Residents

Proposers shall not be in contact with BHA residents regarding this RFP. All communications prior to contractor designation should be directed to the BHA. Direct or indirect contact with residents regarding this RFP may disqualify the Proposer.

D. Evaluation Process

Proposals shall be reviewed and evaluated by a selection committee composed of BHA staff and others appointed by the BHA Administrator or her designees (the "BHA Selection Committee").

The BHA Selection Committee shall review and evaluate proposals as follows:

1. All eligible proposals shall be reviewed for compliance with the Minimum Evaluation Requirements (see Part IV.A);
2. All proposals satisfying the Minimum Evaluation Requirements shall be evaluated based on the Comparative Evaluation Criteria (see Part IV.B);
3. If the Selection Committee determines that interviews are necessary, all Proposers determined to be eligible for award may be required to present themselves before the BHA Selection Committee for review and clarification of their proposals;
4. The BHA Selection Committee shall rank the proposals as clarified by the interviews, if required, based on the Comparative Evaluation Criteria;
5. Fee Proposals will be opened and evaluated;
6. The Selection Committee will determine if revisions to the service plan are needed and will discuss such revisions with the highest ranked proposer and, if necessary, lower ranked proposers; and
7. The most advantageous proposal, with price and all evaluation factors considered, including proposed revisions, will be recommended to the Administrator for contract award.

Contract award is subject to the approval of the BHA Administrator. The BHA expressly acknowledges that the contract may be awarded to a Proposer who does not submit the lowest fee proposal.

PART II: SCOPE OF SERVICES

A. Background

Over the past two decades, BHA has carried out several transformative redevelopments of public housing communities across the city. Each one has involved demolition and new construction of residents' homes, and in every one BHA has succeeded in ensuring that the benefits of these redevelopments have come first and foremost to the current residents of the BHA communities. BHA aims to minimize the disruption in the daily lives of residents by careful planning and implementation of temporary relocation. We recognize that relocation is often the source of anxiety for individuals and families, and we seek to support all residents effectively throughout their temporary relocation and rehousing. All residents have a right to remain in their communities or—when temporary offsite relocation is required for logistical reasons—a right to return to their communities.

Increasingly in recent years BHA has engaged in comprehensive renovation projects that also have required temporary relocation. The same commitment to minimizing disruption and providing personalized support applies. Temporary relocation is often of shorter duration, and there are greater opportunities to avoid offsite relocation; however the logistics of renovating occupied buildings pose complications that require special planning and care.

In the coming years, BHA aims to systematically advance a program of redevelopment and renovations that will bring new and revitalized homes to thousands of BHA residents. We have extensive experience to draw on as we expand our in-house staffing to manage the relocation that these efforts will entail. Through this RFP, we are looking to contract with one or more firms that will assist BHA in two ways:

1. Provide discrete services from a menu of relocation-related activities to augment BHA's in-house capacity; and
2. Provide targeted consulting and advice on how best to further develop BHA's relocation protocols, procedures and staffing roles, particularly in the context of complicated occupied-rehab renovation projects.

The selected Proposer(s) (each a "Contractor") must be prepared to begin work within 30 days of contract execution. The Contractor will be required to work closely with BHA staff and residents in accordance with the General Policies of the Relocation Program in order to provide the Scope of Services.

B. General Policies of the Relocation Program

BHA relocation efforts are premised upon the following general policies:

1. BHA must provide suitable, accessible, decent, safe and sanitary housing for each family required to relocate as a result of the revitalization activities.

2. The program must create an efficient and cohesive collaboration among all parties involved in the various aspects of relocation such that, for the residents, the relocation process is easily accessible and seamless.
3. All BHA residents who are required to relocate temporarily for the rehabilitation have the right to return and be rehoused in a new (or modernized) apartment unit at their original BHA housing community. The only exception to this rehousing guarantee is if a household is evicted due to a serious and repeated violation of a material term of the BHA-required lease before rehousing or if the household permanently vacates from all BHA housing.
4. The program must provide sufficient counseling to enable residents to make informed choices about their temporary relocation options. In the case of occupied rehabilitation (i.e., renovations that do not entail demolition and new construction) the aim is to avoid offsite relocation to the greatest extent possible. When offsite relocation is necessary, households will be offered apartment units at other BHA communities; mobile Section 8 Housing Choice Vouchers may be available as a relocation option and resource, especially if an appropriate public housing unit (in terms of the number of bedrooms or other features) is not available to meet a household's individual needs. In some instances—for example, when a household requires wheelchair accessibility or other special features—residents may be temporarily relocated to hotel units in the City that meet their needs.
5. The program must comply fully with the federal Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. Section 4601 *et seq.* ("URA") and its implementing regulations at 49 C.F.R. Part 24, as well as all applicable state and local regulations, including, but not limited to G.L. Chapter 79A ("Relocation Assistance") and its implementing regulations at 760 C.M.R. 27.00
6. In the event that tenant-based Housing Choice Vouchers are available, the program must provide mobility counseling and direct assistance in locating housing that will help residents to fully understand the entire range of housing opportunities available to them in neighborhoods throughout the jurisdiction and to find housing in non-poverty areas.

C. Scope of Services

It is the Contractor's role to assist the BHA in implementing a relocation program that fully realizes the general policies laid out in Part II (B) of the RFP. The Contractor will assist and advise BHA, working closely with BHA staff across departments including at times BHA property managers and other personnel across BHA public housing communities. The Contractor is responsible for coordinating the BHA team and, on an as-needed basis, for directly providing (pursuant to detailed work plans between the Contractor and the BHA) robust and attentive counseling to relocating households, and for executing all logistical details around residents' moves out of their original apartments and into their temporary apartments as well as permanent moves back into modernized or newly constructed apartment units.

In addition, the Contractor will provide ongoing and proactive guidance to BHA around matters of legal and regulatory obligations as well as providing ongoing and proactive guidance on BHA administrative processes related to relocation. BHA's goal is to live up to those general policies laid out in Part II (B),

and it will be the Contractor's responsibility to ensure our team's collective success in that regard. In responding to the RFP, Proposers should submit a Qualifications Statement and a Service Plan that demonstrate the ability to fulfill this role and responsibility.

In addition to the foregoing, the Contractor shall be required to perform the following specific services ("Services") in accordance with the BHA's relocation program, further requirements of the RFP, and the Professional Services Contract ("Contract"), attached as Appendix B:

1. Attend start-up meetings at individual sites undergoing revitalization with BHA staff, developer team and residents to review and refine the Relocation and Rehousing Plan and Agreement.
2. Prepare a relocation schedule, including an administrative structure and process, with dates for relocation-related notices to be sent out to the residents.
3. Review and assist with the ongoing refinement of relocation policy as such relates to the rights of current residents, the relocation options to be offered and the manner in which returning residents will be offered new units.
4. Develop, implement and oversee the administrative structure and processes for the relocation program including the following aspects:
 - a. Staffing plan including job descriptions, qualifications, and schedule for hiring process. Staffing shall include current BHA residents, bilingual Spanish/English staff, and other translation services as needed and as stated below;
 - b. Program procedures and process to address the logistics of the relocation program and maximize coordination among the various participants (e.g., BHA Real Estate Development Department, BHA Capital Construction Department, BHA Admissions Department, BHA Leased Housing Department, site property management); and
 - c. Office systems and procedures to ensure accurate and appropriate tracking of participants, record keeping, and reporting, all with appropriate safeguards for personal data of residents as required by law.
5. Participate in meetings with BHA staff, developer team, the broader community, and other entities, as needed, to ensure a smooth relocation process.
6. Assist BHA in all facets of the relocation process for affected households including, but not limited to, the following:
 - a. Provide outreach to residents regarding the relocation program including conducting community meetings, drop-in sessions, and workshops as well as newsletters and written correspondence.
 - b. Survey all households to determine special needs, including but not limited to subject to a disability-related Reasonable Accommodation Plan or Individualized Educational Plan, and

transportation or other access needs for employment, training, education, child care, and medical and dental treatment, and to assess interest in various relocation options.

- c. Provide translation and/or interpreter services, as needed for individual resident counseling as well as community meetings and correspondence. Relocation staff must have the ability and capacity to provide service to all resident participants, regardless of English language limitations.
- d. Orchestrate individual and/or family meetings to develop, explain and calculate relocation benefits to households.
- e. Counsel and assist households who are ineligible for specific federal relocation benefits due to immigration status.
- f. Identify comparable units for households in accordance with household compositions confirmed by BHA staff.
- g. Coordinate transportation and other needs, such as daycare, to enable residents to view and be assessed for comparable units.
- h. Schedule moves and work with moving contractors to assure that move-outs and move-ins are completed as scheduled.
- i. Work with utility companies to ensure timely hook-ups and with the post office to accomplish mailing address changes. Work with returning residents to address outstanding utility balances and assist residents to obtain necessary utility connections upon returning to the new development. Help prepare residents one-on-one and in workshops to assume utility payments upon returning to the new site, including providing education on energy conservation.
- j. Arrange for storage, as appropriate under the relocation plan; provide for extermination of all personal belongings prior to the move; provide packing assistance, if necessary due to disability; and assist households, as needed, on the moving day. Establish a pest control program that includes educating households about housekeeping and pest control.
- k. Assist residents to complete the required paperwork including, but not limited to, transfer applications, rental leases, and other necessary applications and processes required to obtain a replacement unit.
- l. Identify special needs of tenants, assist with reasonable accommodation paperwork/process to ensure relocation units have required special features and make necessary arrangements for equipment and/or services to assist with the moving process.
- m. Conduct quarterly mail surveys with residents who relocated off-site and provide assistance or referral as necessary to ease the transition. Work with families with school-age children who may need school transfers. Identify social services and other amenities in the new neighborhoods to help ease the transition for the relocated households.

- n. Track and maintain regular communication with all relocated households throughout the redevelopment period and until permanent rehousing is secured, sufficient to support the displaced households maintain their tenancy at the relocated unit and right to rehousing at the redeveloped mixed-income community.
 - o. Assist the BHA to develop a re-occupancy priority and/or lottery process that is in accordance with applicable BHA policies and applicable laws and to implement the re-occupancy priority and/or lotteries to determine the order in which returning residents of each revitalized site will be offered units. Manage the priority/lottery list to track and record in timely fashion all relevant changes in contact information, household composition, etc.
 - p. Develop payment and financial reporting systems that ensure timely disbursement of relocation benefits, including security deposits and replacement housing payments as appropriate. Preference is for Contractor to make initial payments and bill BHA for reimbursement as part of the monthly invoice.
 - q. Work collaboratively with BHA property management and BHA Real Estate Development Department to provide assistance during the re-occupancy period. Management will be responsible for handling all administrative paperwork and confirming that a resident is eligible for relocation and rehousing, but the Contractor will be responsible for providing moving assistance to the households returning to the revitalized site. Additionally, the Contractor will provide housekeeping and budgeting workshops and one-on-one assistance with households that need this assistance in order to remain eligible for relocation and rehousing rights.
 - r. To the extent that Housing Choice Vouchers are available, conduct outreach to potential landlords to assist residents in successfully identifying Section 8 units. Provide lease negotiation assistance when necessary. Manage disbursement of security deposit assistance upon move out as well as collection upon re-occupancy.
 - s. Assist BHA residents with the Section 8 PBV eligibility process which will include but not be limited to completing Section 8 applications and collecting vital documents (license, birth certificates, passport, etc.), income and asset information, and revised reasonable accommodation requests.
 - t. Perform other related tasks as instructed by the BHA.
7. Develop and implement a training program for BHA staff to support the creation of an in-house relocation services department. The training program will include best practices for resident communication, contacts for moving companies, language assistance, as well as creation and approval of a Relocation Plan and all required relocation notices.

PART III: PROPOSAL REQUIREMENTS

Proposals should be specific and concise. Although the BHA has not set a page limit for proposals, it prefers efficiently worded, substantive proposals to lengthy responses containing more general, boilerplate language.

Acceptable proposals shall include the following components: Qualification Statement; Service Plan; Required Forms; Fee Proposal; and References. Proposals that do not conform to these requirements may be rejected.

A. Qualifications

To be eligible for contract award, Proposers shall submit the following information:

1. A narrative description and documentation of its qualifications and experience in providing relocation implementation services similar to those required by this RFP. The description should speak to the qualifications and experiences of the principals who will oversee the delivery of the Services, and not just the firm. Include the resume(s) of such principal(s). The Proposer should particularly document any experiences it has in the following areas:
 - a. Planning and implementing large and complex relocation programs, particularly in Boston or similar real estate market areas;
 - b. Working successfully with very low-income, elderly/disabled population and/or disadvantaged populations, and with public housing residents in particular; and
 - c. Working collaboratively within a network of agencies and service providers.
 - d. Providing guidance and expert advice with respect to laws and regulations governing relocation in Massachusetts. If the Proposer will be relying out outside legal counsel, please identify the attorney(s) to be consulted.
2. Identify the individual who will have primary responsibility for the Services, and include a resume for that individual. To the extent possible, identify all other individuals who will be assigned to perform the Services.
3. With respect to the individuals identified pursuant to the above paragraph, provide information regarding their capabilities and experience in each of the factors listed above in Part III.A.1.
4. List as references at least two (2) entities that have been clients of the Proposer within the last three (3) years. This list shall demonstrate that the Proposer has (i) been in business for a minimum of three (3) years; (ii) has provided services substantially similar to those requested by this RFP; and (iii) has provided services for clients comparable to the BHA with regards to functional, operational, organizational, and regulatory context.

The Proposer shall provide the following information for each client: Client name, Type of organization, Address, Contact Person (with title and telephone number), Description of the

work performed, Commencement and completion dates of contract, Dollar amount of contract, Identity of any Proposer's staff assigned to each client who are proposed for the BHA's services.

B. Service Plan

Proposers shall describe the manner in which the Proposer will develop, implement and provide the Services. To be eligible for contract award, the Proposer's Service Plan shall include, at a minimum, the following information:

1. A narrative that explains the Proposer's proposed method for developing a relocation policy, including an administrative structure and process, consistent with the requirements of Part II.C (Scope of Services).
2. A staffing plan, including job descriptions and qualifications for each position, and the names and titles of the individuals who will be in each position and part of the Contractor's initial team to provide the Services. Describe the process for hiring additional staff and for making substitutions of staff subject to BHA consent, including a description of any efforts the selected Contractor would make to employ BHA residents and minority and women employees and businesses in the relocation program. Describe the process for conducting criminal background checks of staff who will be providing the Services.
3. A work plan for completing the Scope of Services, including a timeline demonstrating that the Proposer can commence work within 30 days of contract execution. Provide examples of the challenges, if any, you foresee for the BHA in meeting its objectives and propose strategies for addressing these challenges.
4. Examples of tracking reports and other project management tools that the Contractor has used in prior, similar relocation efforts.
5. Provide an explanation and description of any proposed change or additional work that would be necessary for Proposer to adequately meet the BHA's objectives for the Scope of Services of this RFP.
6. Provide a description of the items, information, reports or the like (if any) that the Proposer will require from the BHA in order to fulfill the Scope of Services of this RFP.

C. Required Forms

In addition to all other submissions required by this RFP, the Proposer must complete and submit the following forms as part of their RFP submission. The documents listed below are attached to this RFP (See Appendix A) and are self-explanatory. Failure to submit the following forms may result in the rejection of Proposer's submission:

1. Employee Information: Personnel by Classification
2. Minority /Women-Owned Business Participation

3. REAP Certificate, if applicable
4. Verification of Tax Reporting, if applicable
5. Debarment and Conflict of Interest Certification
6. Resident Employment Provision Form 1
7. Resident Employment Provision Form 2
8. Sub-grantees/contractor/Subcontractor Certifications and Assurances
9. BHA Contract Form Questionnaire

D. Fee Proposal

To be eligible for contract award, the Proposers shall submit a Fee Proposal for performance of the Services as follows:

1. The Proposer is required to submit a Fee Proposal in a separate sealed envelope in accordance with the requirements of Part I above.
2. Proposer's Fee Proposal shall be presented in the form included in Appendix D.
3. The Fee Proposal shall indicate an hourly rate for each individual and an a projection of the cost to delivery full relocation services for each of the 3 years of the contract, as well as rates for a potential year four extension.
4. The Fee Proposal shall also include all Allowable Additional Costs on a direct cost basis as defined by Section 3.6 of the Contract (Appendix B).
5. The BHA will not make allowance for increases in hourly rates during the term of the Contract for Services unless such increases are set forth in the Fee Proposal.
6. The Fee Proposal shall be signed by an individual who is legally authorized to enter into a contractual relationship in the name of Proposer.

The Fee Proposal form is based on a projected relocation volume of approximately 200 household per year at 2 to 3 BHA communities. While BHA believes this is a realistic projection of relocation efforts over the coming several years, the intention is to define specific rates for Contractor staff and Contractor deliverables that will be employed over the course of the contract. In that way, BHA will be best able to scale back (or scale up) the required level of service, which will be accomplished through agreed up work plans.

E. Registration of Foreign Entities

If the selected Proposer (the Contractor) is a foreign entity, then prior to execution of the contract, the Contractor shall register as a foreign entity with the Massachusetts Secretary of the Commonwealth and name a resident agent pursuant to M.G.L.c.156D, section 15.07 or other applicable statute.

F. Right to Reject

The BHA reserves the right to reject or not review any proposal that does not comply with any of the requirements in this Part V.

PART IV: EVALUATION CRITERIA

A. Minimum Evaluation Requirements

Compliance with all Part I and III requirements.

B. Comparative Evaluation Criteria

The Proposer's Qualification Statement and Service Plan will be evaluated and rated with scores corresponding to rating categories of Unacceptable, Acceptable, Advantageous, or Highly Advantageous as indicated below. Proposers must meet the standard of Acceptable or better for each of the comparative evaluation criteria. Those that meet the standard of Acceptable for all criteria will be ranked according to the cumulative rating obtained for all comparative evaluation criteria. The maximum score will be 100 points.

1. Qualifications..... 40 points

- a. Demonstrated experience of the Proposer in each of the qualification factors listed at Part III.A.1 (30 points)

Highly Advantageous	17 — 20 points
Advantageous	8 — 16 points
Acceptable	1 — 7 points
Unacceptable	0 points

Unacceptable: Proposer demonstrates less than five (5) years of experience in any of the qualification factors listed at Part III.A.1 and/or has not successfully completed at least two (2) projects that satisfy the description set forth in Part III.A.1(a). Successful performance must be demonstrated with specific examples of successful work on similar projects or programs.

Acceptable: The Proposer demonstrates successful performance in each of the qualification factors listed at Part III.A.1 for a minimum of five (5) years and the successful completion of at least two (2) projects that satisfy the description set forth in Part III.A.1(a). Successful performance must be demonstrated with specific examples of successful work on similar projects or programs.

Advantageous: The Proposer demonstrates successful performance in each of the qualification factors listed at Part III.A.1 for a minimum of ten (10) years and the successful completion of at least four (4) projects that satisfy the description set forth in Part III.A.1(a). Successful performance must be demonstrated with specific examples of successful work on similar projects or programs.

Highly Advantageous: The Proposer demonstrates successful performance in each of the qualification factors listed at Part III.A.1 for a minimum of fifteen (15) years and the

successful completion of at least six (6) projects that satisfy the description set forth in Part III.A.1(a). Successful performance must be demonstrated with specific examples of successful work on similar projects or programs.

- b. Demonstrated experience of the individuals listed in response to Part III.A.2 and 3 who will have primary responsibility for the Services in each of the qualification factors listed at Part III.A.1. (20 points)

Highly Advantageous	17 — 20 points
Advantageous	8 — 16 points
Acceptable	1 — 7 points
Unacceptable	0 points

Unacceptable: The individual who will have primary responsibility for the Services has less than five (5) years of experience in any of the qualification factors listed at Part III.A.1 and/or has not served in a similar role for least two (2) projects that satisfy the description set forth in Part III.A.1(a). Successful performance must be demonstrated with specific examples of successful work on similar projects or programs.

Acceptable: The individual who will have primary responsibility for the Services has at least five (5) years of experience in each of the qualification factors listed at Part III.A.1 and has served in a similar role for least two (2) projects that satisfy the description set forth in Part III.A.1(a). Successful performance must be demonstrated with specific examples of successful work on similar projects or programs.

Advantageous: The individual who will have primary responsibility for the Services has at least seven (7) years of experience in each of the qualification factors listed at Part III.A.1 and has served in a similar role for least three (3) projects that satisfy the description set forth in Part III.A.1(a). Successful performance must be demonstrated with specific examples of successful work on similar projects or programs.

Highly Advantageous: The individual who will have primary responsibility for the Services has at least ten (10) years of experience in each of the qualification factors listed at Part III.A.1 and has served in a similar role for least five (5) projects that satisfy the description set forth in Part III.A.1(a). Successful performance must be demonstrated with specific examples of successful work on similar projects or programs.

2. Service Plan..... 30 points

Proposer's Service Plan addresses explicitly each of the factors set forth in Part III.B.1–3

Highly Advantageous	21 — 30 points
Advantageous	11 — 20 points
Acceptable	1 — 10 points
Unacceptable	0 points

Unacceptable: Service Plan fails to explicitly address any of the factors set forth in Part III.B.1-3; or is inconsistent with the general policies set forth in Part II.B; or is so vague or incoherent, and/or contains inconsistencies, such that the Proposal is meaningless.

Acceptable: Service Plan explicitly addresses each of the factors set forth in Part III.B.1-3 and is consistent with the general policies set forth in Part II.B.

Advantageous: In addition to satisfying the criteria for “Acceptable,” the Service Plan includes a realistic and thoughtful discussion of the challenges inherent in the relocation program and strategies for addressing such challenges.

Highly Advantageous: In addition to satisfying the criteria for “Advantageous,” as demonstrated by the degree to which the relevant factors are precisely identified and the underlying reasoning is articulated, the Service Plan includes a relatively more thoughtful discussion of the challenges inherent in the relocation program and strategies for addressing such challenges.

3. MBE/WBE Participation

25 Points.

Highly Advantageous20 – 25 Points

The Proposer is a MA SDO or City of Boston or comparable office of another state Certified Minority-Owned, Woman-Owned, or Minority Woman-Owned Entity (MBE, WBE, or MWBE). 25 Points

The Proposer is a Joint Venture with at least 51% MBE, WBE, or MWBE ownership of the joint venture.....20 Points

The Proposal complies with the submission requirements set forth in Appendix C.

Advantageous..... 10 - 15 points

The Proposer is a Joint Venture with at least 25% MBE, WBE, or MWBE ownership of the joint venture but less than a 51% majority minority share.15 points

The Proposal’s Service Plan includes identified MBE, WBE, or MWBE subcontracting partners ranging between 25% and 49% of the proposal team’s total fee proposal as evidenced through submission of executed MWPP Letters of Intent (Appendix A Forms).15 Points.

The Proposal’s Service Plan includes identified MBE, WBE, or MWBE subcontracting partners ranging between 10% and 24% of the proposal team’s total fee proposal as evidenced through submission of executed MWPP Letters of Intent (Appendix A Forms).10 Points.

The Proposal complies with the submission requirements set forth in Appendix C.

Acceptable 5-7.5 points

The Proposal's Service Plan includes identified MBE, WBE, or MWBE subcontracting partners ranging between 5% and 9% of the proposal team's total fee proposal as evidenced through submission of executed MWPP Letters of Intent (Appendix A Forms).7.5 Points.

The Proposal's Service Plan includes identified MBE, WBE, or MWBE subcontracting partners ranging between 1% and 4% of the proposal team's total fee proposal as evidenced through submission of executed MWPP Letters of Intent (Appendix A Forms).5 Points.

The Proposal complies with the submission requirements set forth in Appendix C.

Unacceptable0 points

The Proposal fails to include any evidence of MBE, WBE, or MWBE participation, or Proposal does not comply with the submission requirements set forth in Appendix C.

4.Resident Employment Provision– Section 3..... **5 Points**

Highly Advantageous

The Service Plan demonstrates: The bidder is a "Section 3 Business Concern." Section 3 Business Concern is a firm that has self-certified that they meet one of the regulatory definitions of a Section 3 business and are included in HUD's searchable online database. ([HUD Section 3 Business Registry](#))

OR Business "Employees Section 3 Concerns": Section 3 Workers make up 25% of the total number of labor hours worked by all workers at the company. Targeted Section 3 Workers make up 5% of the total number of labor hours worked by all workers. In other words, 30% of all labor hours worked are by Section 3 Workers (25%) and Targeted Section 3 Workers (5%).

.....5 points

Advantageous

The Service Plan demonstrates employment of Section 3 eligible residents..... 2-3 points

Acceptable 1 point

The Proposal complies with the submission requirements set forth in Appendix C but does not demonstrate any Section 3 Workers or Business Concerns.

Unacceptable.....0 points

The Proposal fails to comply with the submission requirements set forth in Appendix C.

5. References

As part of the evaluation, the BHA reserves the right to contact and visit any and all references from customers provided by the Proposer pursuant to Section III.A.4 in order to verify the successful previous performance of substantially similar work on relevant projects of similar scope and size. The BHA reserves the right to reject any Proposals received solely on the basis of past poor performance as reported by the references. The BHA further reserves the right to refuse to consider any claimed item of work that, in the sole discretion of the BHA (i) was not substantially similar to the work described in this RFP; (ii) was not successfully performed to the reasonable satisfaction of other customers; (iii) is not verifiable through the reasonable efforts of the BHA; or (iv) was not performed by the Proposer under its present name (or by a differently-named but essentially identical business entity.)

VII. BHA Contract Opportunities Program

A. Minority and Women Owned Business Enterprises

It is the policy and practice of the BHA to maximize meaningful participation of minority and women owned businesses in the procurement of goods and services as described in Appendix C. The Proposer's Service Plan should explain in detail how any proposed team approach, partnership and/or joint venture will be structured, the proposed work and fee distribution arrangements; and responding allocation of contract responsibilities.

The BHA reserves the right to require documentation supporting a Proposer's claimed minority and/or women-owned business enterprise status. The BHA will utilize the following definitions to determine claimed status:

Minority Business Enterprise ("MBE"): A business organization that is owned or controlled 51% or more by one or more minority groups as defined by the Supplier Diversity Office ("SDO") formerly known as the State Office of Minority and Business Assistance or comparable office of another state and certified as such by SDO in the relevant service category.

Women-Owned Business Enterprise ("WBE"): A business organization that is owned and controlled 51% or more by one or more women and certified as such by SDO or comparable office of another state.

Joint Venture: A joint or combined business agreement on a particular project between an SDO-certified MBE or WBE firm(s) and a non-SDO-certified firm.

B. Resident Employment Provision

The selected Proposer must comply with certain requirements concerning the employment, training and contracting with BHA residents in the procurement of goods and services in accordance with the terms and provisions of The Boston Housing Authority Resident Employment Provision ("REP")—attached as part of Appendix C to the RFP.

The BHA places a high value on the Proposer's approach to providing meaningful participation of BHA residents in the provision of services under this RFP. All Proposers are required to articulate their approach to complying with the REP in their Plan of Service and must submit REP Forms 1 and 2 (See Appendix A) with their proposals.

PART V: GENERAL CONDITIONS OF THE RFP

A. RFP

The RFP may be obtained for free via e-mail or in hard copy form for a \$100 fee from the BHA Contract Unit at the 6th Floor, 52 Chauncy Street, Boston, MA 02111 starting. The RFP Package in hard copy form shall be mailed to prospective respondents upon request for an additional \$15.00 fee. The BHA neither guarantees nor provides a warranty with respect to the timely receipt of the RFP by the Proposer in the event the RFP is mailed.

B. Acceptance of RFP and Contract Terms

Proposer's submission of a proposal in response to this RFP shall constitute acceptance by the Proposer of the terms and conditions of this RFP and the terms and conditions contained in all documents attached to and/or referenced in this RFP. In the event the BHA elects to award the Professional Services Contract ("Contract") pursuant to this RFP, the selected Proposer agrees to enter into the Contract with the BHA in the form appended to this RFP (Appendix B).

Please note: The terms of this RFP and the Contract are NOT subject to negotiation and BHA will not consider or review requests for modifications to any documents attached to and/or referenced in this RFP unless any such requests are submitted in accordance with Part I.B of this RFP. The BHA reserves the right, in its sole discretion, to reject any such request for modification and to award the Contract contingent on the selected Proposer's acceptance of the original terms and conditions of this RFP (including the original terms and conditions of all documents attached to and/or referenced in this RFP) as modified by any addendum hereto.

C. Contract Award

Subject to the terms of this RFP, the BHA will issue a letter of contract award to the selected Proposer (the "Contractor") no later than sixty (60) days after the date designated for receipt of proposals; the parties may extend the time for acceptance by mutual agreement. Award of the Contract shall be subject to: successful negotiation of revisions, if any, to the proposal, recommended as part of the evaluation of proposals; and BHA Administrator's review and final approval of the award.

D. Term

The term of the Contract shall be three years, with an option to extend for an additional year at BHA's sole discretion.

E. No Warranty

The Proposer is required to examine the RFP and instructions pertaining to the services requested. Failure to do so will be at the Proposer's own risk. It is assumed that the Proposer has made full investigation as to be fully informed as to the extent and character of the services requested and of the requirements of the specifications. No warranty is made or implied as to the information contained in the RFP, specifications, and/or instructions.

F. Expense of RFP Submission

All expenses incurred in the preparation and submission to the BHA of proposals in response to this RFP shall be borne by the Proposer.

G. Compliance with Applicable Laws and Regulations

The Proposer agrees to comply with the provisions of Chapter 151B of the Massachusetts General Laws, as amended, and with the requirements of Presidential Executive Order 11246, as amended, and all other relevant and applicable laws and/or regulations.

H. BHA Reservation of Rights

The BHA reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interests of the BHA. The BHA further reserves the right to waive any minor informality in any proposals received, if it is in the public interest to do so. The determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of the BHA.

A proposal may be corrected, modified, or withdrawn, provided that the correction, modification, or request for withdrawal is made by the Proposer in writing and is received at the place and prior to the date and time designated in the RFP for receipt of proposals. After such date and time the Proposer may not change the proposal fee or any other provision of its proposal in a manner prejudicial to the interests of the BHA and/or fair competition.

The BHA shall waive minor informalities or allow the Proposer to correct them. If a mistake in the intended fee proposal is clearly evident on the face of the proposal, the BHA shall correct the mistake to reflect the intended correct fee proposal and shall so notify the Proposer in writing and the Proposer may not withdraw its proposal. A Proposer may withdraw its proposal if a mistake is clearly evident on the face of the proposal, but the intended fee proposal is not similarly evident.

H. Insurance Requirements

As a condition of Contract award, the selected Proposer must provide evidence that it maintains the forms and amounts of insurance required by the Contract documents. Please refer to Section 8.1 of the Professional Services Agreement for a description of all applicable insurance requirements relating to this procurement.

BOSTON HOUSING AUTHORITY
By its Administrator
Kathryn Bennett

APPENDIX A

REQUIRED FORMS

1. Employee Information: Personnel By Classification
 2. Minority/Women-Owned Business Participation
 3. REAP Certification, if applicable
 4. Verification of Tax Reporting (W-9 Form)
 5. Debarment and Conflict of Interest Certification
 6. Resident Employment Provision – Form 1
 7. Resident Employment Provision – Form 2
 8. Subgrantee/Contractor/Subcontractor Certifications and Assurances
-
9. BHA Contract Form Questionnaire

PERSONNEL BY CLASSIFICATION

	Minority Males		Minority Females		Non-Minority Males		Non-Minority Females		Total	Total
	Consultant	Sub-Consultant	Consultant	Sub-Consultant	Consultant	Sub-Consultant	Consultant	Sub-Consultant	Consultant	Sub-Consultant
Managerial										
Professional										
Technical										
Clerical										
Total										

BOSTON HOUSING AUTHORITY

[To be completed by all applicants, whether M/WBE or not.

MINORITY BUSINESS ENTERPRISE QUESTIONNAIRE

☐ Check here if Minority Business Enterprise status, as defined in the Request for Proposals, is claimed.

1. If you claim status as a Minority Business Enterprise, please fully describe the status.

2. If you intend to sub-contract on this project with a Minority Business Enterprise, please describe the nature of the sub-contract, description of work to be performed by the sub-contractor, and proposed price to be paid to the sub-contractor. Please attach a completed Letter of Intent (See Attached), signed (Original Only) by the MBE which confirms this description.

3. If you do not claim status as a Minority Business Enterprise, and you do not intend to sub-contract on this project with a Minority Business Enterprise, please explain why not.

4. ***Please attach all applicable State Office of Minority Business Assistance (SOMWBA) Certification letters.

WOMEN BUSINESS ENTERPRISE QUESTIONNAIRE

☐ Check here if Women Business Enterprise status, as defined in the Request for Proposals, is claimed.

1. If you claim status as a Women Business Enterprise, please fully describe the status.

2. If you intend to sub-contract on this project with a Women Business Enterprise, please describe the nature of the sub-contract, description of work to be performed by the sub-contractor, and proposed price to be paid to the sub-contractor. Please attach a completed Letter of Intent (See Attached), signed (Original Only) by the WBE which confirms this description.

3. If you do not claim status as a Women Business Enterprise, and you do not intend to sub-contract on this project with a Women Business Enterprise, please explain why not.

4. ***Please attach all applicable State Office of Women Business Assistance (SOMWBA) Certification letters.

BOSTON HOUSING AUTHORITY
SOMWBA LETTER OF INTENT

This form must be completed by each SOMWBA Certified Enterprise (SCE) and submitted by the prime consultant using the SCE.

Project Name:

Name of Prime Consultant:

Name of SCE:

1. My company intends to perform work in connection with the above-captioned project as:

- ☐ an individual
- ☐ a corporation
- ☐ a partnership
- ☐ a joint venture with:
- ☐ other (explain):

2. My company has been certified by SOMWBA as a ☐ MBE ☐ WBE ☐ MWBE and has not changed its ownership, control, or management in any way to affect certification.

3. My company understands that if your company is awarded the contract, your company intends to enter into an agreement to perform the work described below for the price indicated.

4. My company intends to (brief description of work):

for a total amount of: _____ (\$ _____)

Authorized signature for SCE:

Date:

REAP CERTIFICATE

REAP CERTIFICATION

Pursuant to M.G.L. Chapter 62 (c), Section 49 (a), the individual signing this document on behalf of the Bidder, hereby certifies, under the penalties of perjury, that to the best of his/her knowledge and belief the Bidder has complied with any and all applicable state tax laws.

SIGNED

BY: _____

DATE: _____

Company Name

Address

Town, State and Zip Code

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).
However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+		+			
or								
Employer identification number								
	+							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Debarment and Conflict of Interest Certification

The undersigned, a Respondent to the Request for Proposals ("RFP") issued by the Boston Housing Authority ("BHA"), hereby certifies to the BHA on behalf of itself and each member of Respondent's team, as follows:

(1) In accordance with 24 CFR 85.35, Respondent certifies that neither Respondent, nor any member of Respondent's team is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension"; and

(2) In accordance with M.G.L. C. 30B, §10, 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 work "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

|

Respondent: _____
(Name of Firm)

By: _____

Name of Signatory: _____

Title: _____

Date: _____

FORM 1

Certification of Intent to Comply with Section 3

This form is to be submitted by proposers with their proposal. Failure to submit this form may result in the rejection of your proposal.

I hereby certify that:

1. I am the _____ [Insert Title] of _____
_____ [Insert Name of Proposer] (the "Company");
2. I am duly authorized by the Company to submit a proposal on its behalf to the Boston Housing Authority for _____
[Insert Project Name and Number] and to execute any and all documents required to be filed as a condition of such proposal;
3. I have read and understood the Section 3 Provision, which applies Section 3 of the Housing and Urban Development Act of 1968, as amended, and the Section 3 regulations found at 24 CFR 135.
4. The Company will comply with the requirements of 24 CFR 135 and the Section 3 Provision. This includes ensuring that, to the greatest extent feasible, at **least twenty-five (25) percent or more of the total number of labor hours worked by all Workers on a Section 3 project are Section 3 Workers; and Five (5) percent or more are Targeted Section 3 Workers.**
5. The Company is responsible for the compliance of its subcontractors and will ensure that its subcontractors comply with the requirements set out in 24 CFR 135 and the Section 3 Provision.
6. Any vacant positions filled after the contract award notification but before contract execution will not be filled to circumvent the Company's Section 3 obligations.

Signed under the penalties of perjury.

[Company]

Date: _____

By: _____
[Signature]
Duly Authorized

FORM 2

Section 3 Hiring, Training, and Contracting Opportunities

This form is to be completed by the proposer on behalf of itself and all projected subcontractors, if any. Provide estimates of hiring and contracting needs on the project.

HIRING OPPORTUNITIES

Job Category	Number of positions needed to complete project	Number of positions filled by current employees*	Number of positions to be filled by Section 3 Workers	Anticipated dates of work
<i>Example: Tenant Coordinator</i>	<i>1</i>	<i>0</i>	<i>1</i>	<i>10/1/11-12/31/11</i>
1) Technicians				
2) Office/Clerical				
3) Trade				
4) Trade				
5) Tenant Coordinator				
6) Other:				
Totals				

SUBCONTRACTING OPPORTUNITIES

Sub-trade and Company (if known)	Filed Sub-trade? (Y/N)	Section 3 Business Concern? (Y/N)	Specification Reference	Amount of Contract
<i>Example: HVAC Inc.</i>		<i>Y</i>	<i>06200</i>	<i>8,000</i>
1)				
2)				
3)				

The above tables represent an accurate estimate of workforce and subcontracting needs for this project and also represent the number of Section 3 Workers, Targeted Section 3 Workers, and business concerns that the company proposes to employ and/or contract with.

Signed under the penalties of perjury.

[Company]

Date: _____

By: _____
[Signature] Duly Authorized

HUD CONTRACTOR/CERTIFICATIONS

SUBGRANTEE/CONTRACTOR/SUBCONTRACTOR CERTIFICATIONS AND ASSURANCES

The following certifications must be made by all subgrantees, contractors, and subcontractors.

The subgrantee, contractor, or subcontractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time:

(1) The Fair Housing Act (42 U.S.C. 3601-19) and regulations pursuant thereto (24 CFR part 100); Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR part 107); and the fair housing poster regulations (24 CFR part 110);

(2) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations pursuant thereto (24 CFR part 1) relating to non-discrimination in housing;

(3) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and regulations issued pursuant thereto (24 CFR part 146);

(4) The prohibitions against discrimination on the basis of disability (including requirements that the Grantee make reasonable modifications and accommodations and make units accessible) under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 CFR part 8); the Americans with Disabilities Act (42 U.S.C. 12101 et seq. and its implementing regulation at 28 CFR part 36; and the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151) and regulations issued pursuant thereto (24 CFR part 40);

(5) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Employment Opportunities for Lower Income Persons in Connection with Assisted Projects) and its implementing regulation at 24 CFR part 135;

(6) Executive Orders 11246, 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the Grantee must make efforts to encourage the use of minority and, women's business enterprises in connection with funded activities;

(7) Subgrantees only must provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701), and HUD's implementing regulations at 24 CFR part 24, subpart F. Each subgrantee must complete a Certification for a Drug-Free Workplace (Form HUD-50070) in accordance with 24 CFR 24.630.

(8) The following labor standards: Davis-Bacon or HUD-determined wage rates apply to development or operation of revitalized housing to the extent required under Section 12 of the U.S. Housing Act of 1937. In the case of demolition, Davis-Bacon wage rates apply to demolition followed by construction on the site; HUD-determined wage rates apply to demolition followed only by filling in the site and establishing a lawn. Under Section 12, the wage rate requirements do not apply to individuals who: perform services for which they volunteered; do not receive compensation for those services or are paid expenses, reasonable benefits, or a nominal fee for the services; and are not otherwise employed in the work involved (24 CFR part 70). In addition, if other Federal programs are used in connection with your HOPE VI or public housing Program, labor standards requirements apply to the extent required by the other Federal programs, on portions of the project that are not subject to Davis-Bacon rates under the Act.

(9) The requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et. seq.) and implementing regulations at 24 CFR parts 35 and 965 (subpart H) and section 968.100(k), as amended. Unless otherwise provided, it will be responsible for testing and abatement activities, if applicable.

(10) The contractors or subcontractors will comply with the applicable requirements, policies and standards of:

(i) 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); and

(ii) the audit requirements of 2 CFR 200.501.

(11) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and government-wide implementing regulations at 49 CFR part 24.

(12) Section 319 of Public Law 101-121, which prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government, and implemented for HUD at 24 CFR part 87, as the same may be amended from time to time. The contractor/subcontractor will disclose promptly any commitment or expenditure of non-appropriated funds for lobbying activities if those activities would be prohibited if paid with appropriated funds.

(13) The following contract provisions must be placed in all contracts of the Grantee pursuant to 2 CFR 200.326. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(a) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(b) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of Ten Thousand and 00/100 Dollars (\$10,000.00))

(c) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of Ten Thousand and 00/100 Dollars (\$10,000.00) by Grantees and their contractors)

(d) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts for construction or repair)

(e) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of Two Thousand and 00/100 Dollars (\$2,000.00) awarded by Grantees when required by Federal grant program legislation)

(f) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by Grantees in excess of Two Thousand and 00/100 Dollars (\$2,000.00),

and in excess of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) for other contracts which involve the employment of mechanics or laborers)

- (g) Notice of awarding agency requirements and regulations pertaining to reporting.
- (h) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (i) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (j) Access by the Grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination excerpts, and transcriptions.
- (k) Retention of all required records for three years after Grantees make final payments and all other pending matters are closed.
- (l) Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts and subcontracts of amounts in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00)).
- (m) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- (n) The conflict of interest provision of 2 CFR Part 200 and 24 CFR Part 941.
- (o) No third party beneficiary relationship is created with HUD or the BHA with respect to funds received from HUD or the BHA. No payment of amounts due under this Agreement from public housing money shall be deemed an assignment of such funds.

The information contained in this certification is true and accurate, to the best of my knowledge.

Signature of Authorized Certifying Official

Title

Organization Date

WARNING

Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly, and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than Ten Thousand and 00/100 Dollars (\$10,000.00) or imprisoned for not more than five years, or both.

[BHA 2021-2-10]

**Non-Profit Subgrantee
Certifications and Assurances**

All references to “HOPE VI” in the attached Non-Profit Subgrantee Certifications and Assurances form shall refer to “HOPE VI or other public housing programs.”

BHA CONTRACT FORM QUESTIONNAIRE

Page 1 of 3

Instructions to Respondent to BHA's RFP:

In the event your firm's proposal is selected for award, your firm will be required to execute the contract form attached to the RFP without revisions. It is recommended that you review the contract form before submitting a proposal. Any questions or concerns regarding the form of the contract must be submitted to the BHA in writing prior to the RFP's proposal due date in accordance with the RFP's requirements. Your firm's proposal may be rejected if you fail to submit a completed version of this form with your firm's proposal.

RESPONDENT: Please provide the following information which will be used to finalize the contract form. Thank you for your cooperation.

1.) Please indicate your firm's complete legal name (e.g., John Smith, Co., Inc):

2.) Please indicate your firm's organizational structure. Typical business organizational types include: for-profit corporation; nonprofit corporation; general partnership; sole proprietorship; limited liability company; joint venture, etc. (this is not intended to be an exhaustive listing of business organizational types) (e.g., a for-profit corporation):

3.) Please indicate the state where your firm was organized or is incorporated (e.g., Massachusetts) **:.

**** An out-of-state corporation or business must submit a certificate of registration from the Massachusetts Secretary of the Commonwealth upon BHA's request.**

4.) Please indicate the complete address of your firm's home or principal office (e.g., 52 Chauncy Street, Boston, Massachusetts 02111):

(Address)

BHA CONTRACT FORM QUESTIONNAIRE

Page 2 of 3

5.) Please provide the complete name and title of the person who will have primary responsibility to administer the contract on behalf of your firm:

(Name)

(Title)

6.) Please provide the complete name, title and address of the person who will be authorized to receive notices from the BHA with respect to the Contract:

(Name)

(Title)

(Address)

7.) Please provide the complete name and title of the person who will be authorized to execute the Contract on behalf of your firm: **

(Name)

(Title)

****Please attach your firm's certificate of authority
(or equivalent) for the individual named above.**

BHA CONTRACT FORM QUESTIONNAIRE

Page 3 of 3

8.) Please confirm the following:

- (a) I have reviewed the contract form attached to the RFP. My firm is willing and able to execute the contract without modifications or revisions.

(Signature)

(Printed Name)

(Title)

- (b) I have reviewed the contract's insurance provision. My firm is willing and able to fully comply with its terms. I agree to cause all required insurance certificates and documents to be delivered to the BHA within five (5) business days after my receipt of BHA's written request for such certificates and documents.

(Signature)

(Printed Name)

(Title)

Thank you. Your interest in working with the BHA is appreciated.

PROFESSIONAL SERVICES CONTRACT
FOR
RESIDENT RELOCATION SERVICES AUTHORITY-WIDE
BHA JOB NO.: 1978-01

AGREEMENT made as of the [] day of [], 2021 by and between the **BOSTON HOUSING AUTHORITY**, a public body politic and corporate organized and existing pursuant to Chapter 121B of the General Laws of the Commonwealth of Massachusetts and Chapter 88 of the Acts of 1989, with a central office located at 52 Chauncy Street, Boston, Massachusetts 02111 (the "BHA" or "Local Public Agency") and [1], a [2] organized and existing pursuant to the laws of [3], with its principal place of business located at [4], (the "Contractor").

In consideration of the terms, covenants, conditions, and agreements herein contained and respectively made by the Contractor and the BHA, the parties hereto agree as follows:

1. SCOPE OF SERVICES

- 1.1 General. The Contractor shall perform for the BHA those services (the "Services") set out in Exhibit A, entitled "Scope of Services," attached hereto and incorporated herein. It is understood that the Services include the tasks specifically set out in Exhibit A, together with all other and subsidiary acts necessary to complete the Services, whether or not specifically set out in Exhibit A.
- 1.2 Changes by Contractor. The Contractor shall not make any changes in the Services without the prior written consent of the BHA. The Contractor shall revise or correct any report, study, analysis, projection, plan, or other document or material submitted to the BHA pursuant to this Contract, until submitted in a form acceptable to the BHA. Any changes that are required as a result of errors or omissions by the Contractor shall be at the Contractor's expense.
- 1.3 Changes by BHA. The BHA reserves the right to alter, add to, or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition, or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the BHA has first specified in writing that an increase is necessary to fulfill the actual needs of the BHA and is more economical and practical than awarding another contract and unless the BHA and the Contractor have documented their agreement to increase the Services in the form of a written amendment to this Contract.

2. PERIOD OF PERFORMANCE

- 2.1 Term. The Contractor shall commence its performance of the Services under this Contract promptly upon receipt of the BHA's Notice to Proceed (the "Commencement Date") and, unless sooner terminated pursuant to its terms, this Contract shall continue in full force and effect for **three (3) years** thereafter (the "Base Contract Term").

- 2.2 Extension of Term. The BHA may, at its sole option, elect to extend this Contract for an additional **one (1) year beyond** the Base Contract Term (the "Contract Extension Term").
- 2.3 Exercise of Option to Extend. The BHA may exercise its option to extend this Contract for the Contract Extension Term by delivering written notice to the Contractor of such exercise no less than ten (10) calendar days before the expiration of the Base Contract Term.
- 2.4 Cancellation if Funds not Appropriated. Notwithstanding any provision to the contrary herein, the BHA shall cancel this Contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any year succeeding the first year this Contract is executed.
3. COMPENSATION
- 3.1 Compensation for Services. The BHA shall pay to the Contractor, and the Contractor agrees to accept in payment for the Services, those amounts set out in Exhibit B, entitled "Compensation," attached hereto and incorporated herein. The amounts set out in Exhibit B may not be exceeded except by prior agreement of the parties documented by a written amendment to this Contract.
- 3.2 Total Maximum Amount. The total amount paid to the Contractor under this Contract shall not exceed \$ [REDACTED] (the "Total Maximum Amount").
- 3.3 Adjustments to Compensation. The Contractor shall perform the Services on an as-needed basis subject to the BHA's requirements. Consequently, the Contractor acknowledges that it is not guaranteed a fixed amount of work pursuant to this Contract and the Contract's not-to-exceed Total Maximum Amount may not be reached during the Base Contract Term, the Contract Extension Term, or any other extension thereto. Notwithstanding the foregoing, in the event the BHA elects to reduce the Services as provided in Section 1.3, the BHA shall notify the Contractor of the amount by which its compensation shall be reduced at such time as it notifies the Contractor of the reduction in the Services. In the event the BHA elects to increase the Services as provided in Section 1.3, such increase shall constitute additional services to this Contract ("Additional Services"), and the BHA shall compensate the Contractor for the Additional Services as provided for in Section 3.4.
- 3.4 Compensation for Additional Services. If the BHA elects to increase the Services hereunder pursuant to Section 1.3, the Contractor shall be compensated for such Additional Services at the rate established for the Services hereunder or at rates otherwise mutually agreed upon by the BHA and Contractor, whichever is lower. In no event shall compensation for such Additional Services paid to the Contractor pursuant to this Contract exceed twenty-five percent (25%) of the Total Maximum Amount.
- 3.5 Reallocation of Costs. If the amount paid to the Contractor for any component of the Services is less than the amount authorized for that component, said amount may be reallocated to a different component of the Services, Additional Services, or to an extension to the Contract (if applicable), by the mutual agreement of the parties. Such agreement shall be in the form of an amendment to the Contract, and shall set out the

amounts to be reallocated and the purpose of the reallocation.

- 3.6 Allowable Additional Costs Defined. In addition to payments indicated herein, the Contractor shall be reimbursed for Allowable Additional Costs on a direct cost basis with no additional provision for overhead or fee. For the purposes of this Section 3, "Allowable Additional Costs" means costs for printing and reproductions, special mailings (such as overnight delivery and messenger services), project-related long distance telephone and facsimile charges, and any other out-of-pocket expenses approved in advance by BHA on a direct cost basis with no additional provision for overhead or fee. Allowable Additional Costs do not include meals, routine travel or those costs considered to be overhead, such as in-house copying, routine telephone and facsimile charges, typist's time, and the purchase of general office or graphic supplies.

4. METHOD OF PAYMENT

- 4.1 Monthly Payment. Payment for the Services and for Allowable Additional Costs shall be made monthly for the components of the Services performed in the preceding month based upon invoices submitted by the Contractor on or before the fifth (5th) day of each month for the preceding month. Notwithstanding the foregoing, if any invoice (except an invoice for final payment) is for less than \$100.00, the BHA may in its discretion carry this invoice amount as a balance forward to the next month, and may make payment when the balance is \$100.00 or more.
- 4.2 Content of Invoices. Such invoices shall contain: the BHA Job No.:1978-01; an itemized statement of the percentage of each task completed in the preceding month; the time spent on each such task; the identity of personnel performing the task and their hourly rate; and a detailed computer print-out or other equivalent back-up for any Allowable Additional Costs. Such invoices shall also include the total amount payable under the Contract for each component, the amount paid by the BHA for the work of the component to date and the amount remaining available for payment under the Contract. Invoices shall contain information supporting any performance-based fees that were earned for each specific month and relevant milestone, and a full report of all activities that have occurred during the preceding month, copies of sign-in sheets, evaluations/assessments, reports, and/or additional information reasonably required by the BHA.
- 4.3 Time for Payment. The BHA shall pay to the Contractor those amounts set forth in Section 3, subject to the provisions of this Section 4 and Section 5 on or before thirty (30) calendar days after receipt of the Contractor's invoice; provided that, in no event shall the BHA be required to pay any amounts for services deemed by it to be unacceptable or disputed. In the event that the BHA disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.
- 4.4 No Release by BHA. Notwithstanding the foregoing, the BHA shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

5. CONTRACT CLOSE-OUT

The Contractor shall be required to execute a Contractor's Certificate and Release in the form attached hereto at Exhibit D as a condition of final payment under this Contract.

6. DISPUTES, SUSPENSIONS AND TERMINATIONS

- 6.1 Disputes. All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this Paragraph 6.1.

6.1.1 Submission of Claims. All claims by the Contractor shall be made in writing and submitted to the BHA Representative for a written decision in accordance with the Notice provisions of the Contract. A claim by the BHA against the Contractor shall be subject to a written decision by the BHA Representative and shall be submitted to the Contractor's Representative in accordance with the Notice provisions of the Contract.

6.1.2 BHA Representative's Decision. The BHA Representative, or his/her designee, shall, within sixty (60) calendar days after receipt of a written claim, decide the claim or notify the Contractor of the date by which the decision will be made. The BHA Representative's decision shall be final and conclusive unless the Contractor files suit in a court of competent jurisdiction within the Commonwealth of Massachusetts within six (6) months from the Contractor's receipt of the BHA Representative's decision.

6.1.3 Contractor's Obligation to Proceed. The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract, and comply with any decision of the BHA Representative.

- 6.2 Suspension. The BHA may suspend or postpone the Services upon seven (7) calendar days written notice to the Contractor without cause and/or for any reason deemed by the BHA to be in the public interest. Any such suspension or postponement shall not give rise to any cause of action for damages against the BHA. In the event the BHA suspends or postpones the Services, the Contractor's time for performance of the Services as set out in Section 2 hereof shall be extended for a period equal to the period of such suspension or postponement and the Contractor shall be entitled to payment for Services performed prior to the effective date of such suspension or postponement, subject to the provisions of Section 4 of this Contract and conditioned upon the delivery to the BHA by the Contractor of all the Documents (as defined below) completed as of the effective date of the suspension or postponement.

- 6.3 Termination. The BHA Representative, or his/her designee, may terminate this Contract in whole, or from time to time in part, for the BHA's convenience or the failure of the Contractor to fulfill the Contract obligations. The BHA Representative shall terminate the Contract by delivering a written Notice of Termination to the Contractor in accordance with the Contract's Notice provision. The Notice of Termination shall specify the nature, extent and effective date of the termination. Upon receipt of the Notice of Termination, the Contractor shall: (a) immediately discontinue all services affected

(unless the notice directs otherwise); and (b) deliver to the BHA Representative all Documents (as defined below), whether completed or in process.

6.3.1 If the termination is for the convenience of the BHA, the BHA shall be liable only for payment for services rendered before the effective date of the termination.

6.3.2 If the termination is due to the failure of the Contractor to fulfill its obligations under the Contract, the BHA may 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 BHA due to the termination; and the BHA may withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed the BHA by the Contractor.

6.3.3 Termination of this Contract, whether by expiration of its term or otherwise, shall not release the Contractor from any liability to the BHA arising out of its performance of the Services.

7. DOCUMENTS

7.1 Ownership of Documents. All the documents, including but not limited to surveys, manuals, reports, plans, studies, analyses, projections, specifications, and other materials prepared or collected by the Contractor in the performance of the Services (the "Documents") shall be the property of the BHA. The BHA may use any and all such materials for such purposes and so often as the BHA desires, either in whole or in part, or in modified form, without further employment of the Contractor, or additional compensation therefor. The Contractor shall take no action in derogation of the rights of the BHA to ownership of such property and shall take all reasonable actions necessary to protect such rights.

7.2 Compliance with Law. All the Documents shall be prepared so as not to violate any provisions of local, state, or federal law, regulation, or ordinance.

8. INSURANCE; ASSUMPTION OF RISK

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

8.1.1 Comprehensive General Liability. The Contractor shall carry and maintain Comprehensive General Liability Insurance with limits not less than \$1,000,000.00 per occurrence for bodily injury, death, and property damage and \$2,000,000.00 general aggregate, and Automobile Liability Insurance with a coverage limit of not less than \$1,000,000.00 covering all work performed under this Contract. The Contractor's Comprehensive General Liability Insurance policy shall include the following coverages: (a) independent contractors; (b) severability of interests/cross liability; (c) employees and volunteers as additional insureds; (d) contractual liability; (e) extended bodily injury (assault and battery); (f) defense outside of the limit; (g) care, custody, and control; (h) mobile equipment; and (i) additional insureds as required by contract. The BHA shall be

named as an additional insured on all general liability policies.

8.1.2 Worker's Compensation. The Contractor shall carry and maintain Worker's Compensation Insurance including Employer's Liability Insurance as provided by Massachusetts General Laws, Chapter 152, as amended, covering all work performed by it under this Contract.

8.1.3 Subcontractor Insurance. In the event the BHA authorizes the Contractor to utilize any subcontractor and/or subconsultant to perform any of the Services, the Contractor shall require any such subcontractor, subconsultant, and/or professional employed and/or engaged by the Contractor to carry comprehensive general liability, auto liability, and workers compensation insurance with the same scope of coverage and other provisions as described herein. The general liability coverage shall name the Contractor and the BHA as additional insureds. The Contractor shall obtain and keep on file certificates of insurance that show that the subcontractor, subconsultant, and professional are so insured.

8.1.4 Other Insurance. The Contractor shall carry and maintain such other insurance in such form and in such amounts as the BHA may from time to time reasonably require against other insurable hazards and casualties that are commonly insured against in the performance of similar services as are provided for in the Scope of Services.

8.1.5 Personal Property Insurance. The Contractor may, at its own expense, carry and maintain insurance to cover its own personal property, furniture, fixtures, machinery, and supplies used in the performance of the Scope of Services.

8.1.6 Miscellaneous Requirements. All policies of insurance required hereunder shall be issued in a form and type acceptable to the BHA and by companies having a minimum A.M. Best's rating of "A-" ("Excellent") and Financial Size Category VII or larger, or as otherwise deemed satisfactory to the BHA. Original certificates of insurance and/or binders of insurance evidencing the above required insurance coverages shall be furnished to the BHA, and shall be attached to this Contract and made a part hereof. They shall provide for not less than thirty (30) calendar days prior notice to the BHA of any cancellation of/or major change in the policies. Not less than thirty (30) calendar days prior to the expiration date of the policies of insurance required under this Contract, the Contractor shall deliver to the BHA renewal certificates of insurance in accordance with all insurance requirements in this Contract. All policies of general liability insurance required hereunder shall list the BHA as a named additional insured as follows: "Boston Housing Authority, Risk Management Center, 52 Chauncy Street, Boston, MA. 02111." Failure to provide insurance coverage as required by this Paragraph shall be deemed to be a material breach of this Contract.

8.2 Assumption of Risk. The Contractor agrees to provide the Services at its own risk and liability. The BHA shall have no responsibility or liability for any loss or damage to personal property or fixtures of the Contractor or the Contractor's subcontractors.

9. INDEMNIFICATION

9.1 General Indemnification.

9.1.1 The Contractor shall indemnify, defend, and save harmless the BHA and its administrator, officers, representatives, agents, attorneys, and employees, in both individual and official capacities, against all suits, claims, damages, losses, and expenses, including but not limited to, attorney's fees, caused by, arising out of, resulting from, or incidental to the performance of the work and/or services provided under this Contract by the Contractor or its agents, employees, servants, or contractors to the full extent allowed by the laws of the Commonwealth of Massachusetts and not beyond any extent that would render these provisions void or unenforceable, provided that such suit, claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any default, negligence, act, or omission of the Contractor, the Contractor's agent, employee, servant, contractor, and/or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Defense of the BHA under this Section shall utilize counsel acceptable to the BHA. Indemnification as provided in this Section shall survive termination of this Contract.

9.1.2 The Contractor shall give prompt notice to the BHA in the event of any such injury (including death), loss, or damage. If the Contractor's agreement to indemnify, defend, and save harmless the BHA and the indemnities referred to above as provided herein, shall to any extent be or be determined to be void or unenforceable, it is the intention of the Parties that such circumstance shall not otherwise affect the validity, or enforceability of the Contractor's agreement to indemnify, defend, and save harmless the BHA and such other indemnities, as provided herein. In the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, act, or omission of the Contractor, the Contractor's agent, employee, servant, contractor, and/or anyone directly or indirectly employed by any of them or anyone for whose acts any of them might be liable, and in part by the BHA or its representatives, or any other such indemnities, the Contractor shall be and remain fully liable on its agreements and obligations under this Section to the full extent permitted by law.

9.1.3 In any and all claims against the BHA and its administrator, officers, representatives, agents, attorneys and/or employees by the Contractor, its agents, employees, servants, contractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any agent, employee, servant, or contractor under worker's or workmen's compensation acts, disability benefits acts, or other employee benefit acts.

10. REPRESENTATIONS

10.1 The Contractor's Representations. The Contractor represents and warrants:

10.1.1 That the Contractor: (a) is a [2] duly organized under the laws of the [3] ; (b) is authorized to conduct its business and perform the Services in the Commonwealth of Massachusetts; (c) is in good standing in the Commonwealth of Massachusetts; and (d) has not, within the last three (3) years of the execution of this Contract, been: (i) the subject of a municipal, state or federal

debarment action; or (ii) excluded from participation in any municipal, state or federal funded program or contract; or (iii) terminated from any municipal, state or federal funded program or contract.

10.1.2 That the person executing and delivering this Contract on behalf of the Contractor is duly authorized to do so.

10.1.3 That the execution and delivery of this Contract and compliance with its provisions does not and will not conflict with or constitute a violation of, or default under, any statute, indenture, mortgage, deed of trust, or other instrument or agreement to which the Contractor is bound, or, to the knowledge of the Contractor, of any order, rule, or regulation of any court, governmental body, or agency having jurisdiction over the Contractor or its activities or properties.

11. MISCELLANEOUS PROVISIONS

11.1 Governing Law; Jurisdiction. This Contract is subject to M.G.L c. 30B, et seq. and 2 CFR part 200 and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The federal and state courts located in Boston, Massachusetts shall have exclusive jurisdiction to hear any and all disputes under this Contract.

11.2 Designation of Representatives. The Contractor herewith designates [5], [redacted] ("Contractor's Representative"), as the person with primary responsibility for the Contractor's administration of this Contract; the BHA herewith designates **Joseph Bamberg, Director of Planning and Development** ("BHA's Representative"), with primary responsibility for the BHA's administration of this Contract.

11.3 Notice. Any notice required or desired to be given pursuant to this Contract shall be in writing and shall be mailed or delivered to the persons named in this section at the following addresses:

For the BHA: Joseph Bamberg, Director
Planning and Development Department
Boston Housing Authority
52 Chauncy Street
Boston, MA 02111

with a copy to: Office of the General Counsel
Boston Housing Authority
52 Chauncy Street
Boston, MA 02111

For the Contractor:

[6], [redacted]
[redacted]
[redacted]
[redacted]

11.4 Terms And Conditions. This Contract shall consist of:

1. This instrument;
2. Contract for Professional or Technical Services Terms and Conditions ("Part II");
3. Exhibit A, Scope of Services;
4. Exhibit B, Compensation;
5. Exhibit C, BHA's Request For Proposals, BHA Job No.: 1978-01 ("RFP");
6. Exhibit D, Form of Contractor's Certificate and Release; and
7. Contractor's Proposal submitted in response to BHA's RFP.

The foregoing Part II, Exhibits A, B, C, and D, and Contractor's Proposal are each attached hereto and expressly incorporated herein. This Contract constitutes the entire agreement of the parties concerning the subject matter hereof, superseding all prior and contemporaneous proposals, negotiations, communications, and agreements, written or oral, with respect to the subject matter of this Contract. No representations or promises relating to and no amendment or modification of this Contract shall be binding unless it is in writing and signed by an authorized representative of each party.

11.5. Order Of Precedence. In the event of a conflict between this instrument, including Exhibits A, B, C, and D (jointly referred to as the "Basic Contract") and Part II, Part II shall prevail, but only insofar as the provisions of Part II are required under applicable local, state, and/or federal law or regulation. In all other circumstances, the Basic Contract shall prevail. In the event of a conflict between and among any component of the Basic Contract and Exhibit C, Exhibit C shall prevail. In the event of a conflict between the Contractor's Proposal and any term or provision of either the Basic Contract and/or Part II, the Basic Contract and/or Part II shall prevail.

11.6 Liability. The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the BHA for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the BHA in any contract or to incur any liability on behalf of the BHA. In no event shall the BHA be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents, and/or representatives occasioned by or resulting from the Contractor's performance under this Contract. This provision shall survive termination of this Contract.

11.7 Severability Of Provisions. In the event that a court of competent jurisdiction holds any portion of this Contract to be illegal or unenforceable, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract. The

Contractor and the BHA agree to substitute for the invalid provision a valid provision that most closely approximates the economics and intent of the invalid provision.

11.8 No Implied Waiver. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Contract shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

11.9 Headings. Headings used in this Contract are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and date first above written.

BOSTON HOUSING AUTHORITY

By: _____
Kathryn Bennett
Administrator

[1]

By: _____
[7]

CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES

PART II -- TERMS AND CONDITIONS

1. Changes. The Local Public Agency may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Local Public Agency and the Contractor, shall be incorporated in written amendments to this Contract.
2. Personnel.
 - a. The Contractor represents that he/she has, or will, secure at his/her own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Public Agency.
 - b. All the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
 - c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.
3. Anti-Kickback Rules. If applicable, salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary or Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof. (Applies to all contracts for construction or repair.)

4. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Local Public Agency shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Public Agency for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
5. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decision which shall be final with respect thereto.
6. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, national origin, ancestry, sex, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, color, religion or national origin, ancestry, sex, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, 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 age, race, creed, color, religion, national origin, ancestry, sex, or handicap.
 - c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or

subcontracts for standard commercial supplies of raw materials.

7. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his/her employer.
8. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.
9. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Local Public Agency. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by them, as he/she is of the acts and omissions of persons directly employed by him/her. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.
10. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Local Public Agency: Provided, however, that claims for money due or to become due the Contractor from the Local Public Agency under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Local Public Agency. 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 Local Public Agency.
11. Interest of Members of Local Public Agency. No member of the governing body of the Local Public Agency, and no other officer, employee, or agent of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project or other work or services to which this Contract pertains, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or its proceeds.
12. Interest of Other Local Public Officials. No member of the governing body of the locality in

which the Local Public Agency is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project or other work of service to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

13. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.
14. Interest of Contractor. The Contractor covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, in the property to which this Contract pertains or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
15. Findings Confidential. All of the reports, information, studies, submissions and/or data prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Public Agency.
16. Commission Fees. The Contractor covenants that he/she has not employed or retained any company or person (other than a full-time bona fide employee working for the Contractor) to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person (other than such an employee) any gift, contribution, fee commission, percentage, or brokerage fee, contingent upon or resulting from the award of this contract.
17. REAP Certification. Pursuant to M. G. L. Chapter 62C, sec. 49A, the individual signing this Contract on behalf of the Contractor, hereby certifies under the penalties of perjury that to the best of his/her knowledge and belief the Contractor has complied with any and all applicable laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors and withholding and remitting of child support.
18. Debarment and Suspension (E.O.s 12549 and 12689). No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded

by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

19. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (Applies to all contracts, subcontracts and subgrants of amounts in excess of \$100,000.)
20. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
21. Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988, PIH 2002-01 (HA) (the "Accessibility Notice"). The Accessibility Notice provides Federal funds recipients with information concerning the various non-discrimination and accessibility related laws and regulations they are required to comply with. The Accessibility Notice, as it may be amended, is incorporated by reference into this Contract; a copy of the Accessibility Notice will be provided to the Contractor by the BHA upon request.
22. Personal Data. In the course of providing services under the Contract, if the BHA provides the Contractor with any personal data, or the Contractor otherwise obtains personal data, the Contractor shall be considered a holder of such personal data and, as a result, the Contractor shall be required to fully comply with M.G.L. c. 66A and all related and applicable regulations. In

accordance therewith, the Contractor's duties and responsibilities relative to the handling and maintenance of all such personal data shall include but not be limited to the following: the Contractor shall secure and maintain all personal data in its possession or control in a system that assures its confidentiality and safe-keeping; and the Contractor shall not disclose, release, disseminate or publish any such personal data without the informed consent of the data subject or as permitted by law. At the termination or expiration of this Contract, as directed by the BHA, the Contractor shall either return to the BHA or destroy all personal data the Contractor received and/or maintained in the course of providing services pursuant to this Contract.

The Contractor's duties and responsibilities pursuant to this Section shall survive the expiration or termination of this Contract. In addition to any general indemnities contained in any other section of this Contract, the Contractor hereby specifically indemnifies and holds the BHA harmless from and against any and all liability for any violation of individual privacy rights resulting in any way from the Contractor's use, handling and/or maintenance of the personal data obtained by it pursuant to this Contract.

23. Retention and Inspection of Records. Access shall be given by the Contractor to the BHA, or its duly authorized representatives, to any of the Contractor's books, documents, papers, and records which are pertinent to the Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three (3) years after the BHA makes final payments and all other pending matters relating to the Contract are closed. The Contractor shall include in first-tier subcontracts under this Contract a clause substantially the same as this paragraph.
24. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968. 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.

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.

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.

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.

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.

25. Prohibition Against Liens. The Contractor is prohibited from placing a lien on the BHA's property. This prohibition shall be placed in all subcontracts.

END

Document in MASTER Professional Services Contract Pack 02-2005 [fed-state]

EXHIBIT A

SCOPE OF SERVICES

Services shall be defined as the tasks described in Exhibit C, BHA's Request for Proposals ("RFP") (hereinafter the "Services") together with all other and subsidiary services and acts necessary to complete said Services, whether or not specifically set out in the RFP. The RFP is incorporated in this Exhibit A in its entirety.

END

**EXHIBIT B
COMPENSATION**

**SECTION I
COMPENSATION FOR BASIC SERVICES**

A. COMPONENTS

B. TOTAL MAXIMUM AMOUNT

\$_____ (not-to-exceed)

**SECTION II
COMPENSATION FOR ADDITIONAL SERVICES**

A. HOURLY BILLING RATES

END

EXHIBIT C
BHA'S REQUEST FOR PROPOSALS
(RFP)

EXHIBIT D

CONTRACTOR'S CERTIFICATE AND RELEASE

FROM: [REDACTED] (hereinafter "Contractor")
[REDACTED]
[REDACTED]

TO: BOSTON HOUSING AUTHORITY (hereinafter "BHA")
52 Chauncy Street
Boston, MA 02111

RE: RESIDENT RELOCATION SERVICES AUTHORITY-
WIDE BHA JOB NO.: 1978-01
(hereinafter "the Contract").

KNOW ALL PERSONS BY THESE PRESENTS:

1. All work and services related to the Contract have been completed by the Contractor and accepted by the BHA.

2. The Contractor acknowledges that, upon receipt of the final payment of \$ [REDACTED] herewith, the Contractor certifies it will have received full and final payment in the amount of \$ [REDACTED] for all services performed pursuant to the Contract. The Contractor hereby certifies that there are no outstanding and/or unsettled invoices and/or claims against the BHA in connection with the Contract and/or any modifications thereto and/or any services performed thereunder.

3. The Contractor further certifies that all services rendered pursuant to the Contract have been performed in accordance with all applicable laws and regulations.

4. The Contractor warrants that all subconsultants and/or subcontractors employed by the Contractor with respect to the Contract, if any, have been paid in full for services performed and that no such subconsultants and/or subcontractors have any claim, demand, or lien against the BHA relative to any aspect of the Contract.

5. Upon execution of this document, the Contractor forever releases, waives and discharges the BHA from any and all courses of actions, suits, debts, accounts, damages, claims, demands whatsoever, in law or equity which the Contractor and/or its successors and/or assignees ever had, now have or ever will have, whether known or unknown arising under or by virtue of the Contract. The Contractor hereby agrees to indemnify and hold the BHA harmless from any and all damages, costs, expenses, demands, suits and legal fees, directly or indirectly relating to any claim or lien by any

party which relates to the Contract and/or to that which was performed or should have been performed by or for the Contractor under or pursuant to the Contract and/or any duly approved modifications thereto.

6. The undersigned hereby certifies he/she is authorized, individually and in his/her capacity as the Contractor's [redacted] [title] [redacted], to execute, certify and deliver the certifications, releases and representations contained herein.

WITNESS WHEREOF, the undersigned has signed this instrument
this [redacted] day of [redacted] 202[redacted].

[redacted]

BY: _____
Name: [redacted]
Title: [redacted]

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this _____ day of _____, 201_, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which consisted of _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it as _____ for _____, a corporation, voluntarily for its stated purpose.

_____ (official signature and seal of Notary Public)

My commission expires: _____

**CONTRACTOR'S PROPOSAL
SUBMITTED IN RESPONSE TO
BHA'S REQUEST FOR PROPOSALS
(CONTRACTOR'S PROPOSAL)**

APPENDIX C

MINORITY PARTICIPATION AND M/WBE UTILIZATION REQUIREMENTS

RESIDENT EMPLOYMENT PROVISION (REP) AND FORMS

APPENDIX 00800C

BHA MINORITY PARTICIPATION PROVISION:

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION REQUIREMENTS

Federally-Assisted Contracts over \$10,000 only

Page C-2 to C-3	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
Page C-4 to C-5	Equal Opportunity Clause
Page C-6 to C-11	Standard Federal Equal Employment Opportunity Construction Contract Specifications
Page C-12 to C-13	Instructions to Contractors Subject to Federal Bid Conditions

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**NOTICE OF REQUIREMENT
FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

(Executive Order 11246)

1. The CONTRACTOR'S attention is called to the "Equal Opportunity Clause" and "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in this part.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the CONTRACTOR'S aggregate workforce in each trade on all construction work in the covered area, are as follows:

GOALS FOR FEMALE PARTICIPATION IN EACH TRADE

UNTIL FURTHER NOTICE, the following goals and timetables for female minority utilization shall be included in all Federal or Federally-assisted construction contracts and subcontracts in excess of ten thousand (\$10,000) dollars. The goals are applicable to the Contractor's aggregate on-site construction work on a Federal or Federally-assisted construction contract or subcontract.

The goal for female participation is 6.9%.

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE
(Boston, Massachusetts Area)

UNTIL FURTHER NOTICE, the following goals and timetables for minority utilization shall be included in all Federal or Federally-assisted construction contracts and subcontracts in excess of ten-thousand (\$10,000) dollars. The goals are applicable to the contractor's aggregate on-site construction work force whether or not the part of that workforce is performing work on a Federal or Federally-assisted construction contract or subcontract.

GOALS AND TIMETABLES (EFFECTIVE UNTIL FURTHER NOTICE)

The goal for minority participation is 4.0%.

These goals are applicable to all the CONTRACTOR'S construction work (whether or not it is Federal or Federally-assisted) performed in the covered area. The covered area is Boston, MA.

The Contractor's Compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific

affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract in each trade, and the CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3 The CONTRACTOR shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the prime contract. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract, the covered area is Arlington, Boston, Belmont, Brookline, Burlington, Cambridge, Canton, Reading, Revere, Somerville, Stoneham, Wakefield, Westwood, Winthrop, Winchester, Woburn, and the Islands of Boston Harbor, Massachusetts.

EQUAL OPPORTUNITY CLAUSE

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will 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 the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, 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.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract for understanding, a notice to be provided advising the said labor union of workers' representatives of the contractors' commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any or the said rules, regulations, or orders, the contractor may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding

paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided however, that in the event a subcontractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT
OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

(EXECUTIVE ORDER 11246)

1. As used in these specification:
 - a. Covered Area means the geographical area described in the contract agreement.
 - b. Director means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. Employer Identification Number means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. Minority includes:
 - I. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - II. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or other Spanish Culture or origin regardless of race).
 - III. Asian and Pacific Islander (all persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands).
 - IV. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation of community identification).
2. Whenever the Contractor or any Subcontractor at any Tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in this contract agreement.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan

area (including goals and timetables) shall be in accordance with that Plan for those trades which have union participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals or timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (p) of these specifications. The goals set forth in this part are expressed as percentages of the total hours of employment and training of minority and female utilization. The Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the

Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources and to community organizations when the Contractor or its unions have employed opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7(b) above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other

employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractors association and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7(b) through (p)). The efforts of a contractor association, joint contractor-union, contractor community, or other similar group of which the Contractor is a member or participant, may be asserted as fulfilling any one or more of its obligations under 7(a) through (p) of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and those in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of action taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing

regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligation under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, of these Specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof, as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

INSTRUCTIONS TO CONTRACTORS SUBJECT TO FEDERAL BID CONDITIONS¹

Within ten (10) working days of the award of a subcontract in excess of \$10,000, the contractor must submit a "Notice of Award of Construction Subcontract" to:

Assistant Regional Administrator
Office of Federal Contract Compliance Programs
U.S. Department of Labor
JFK Federal Building, Room 1612C
Boston, MA 02203 (617) 223-5272

In addition, all contractors and subcontractors subject to the Federal EEO Bid Conditions are required to file the Standard Form 257. The instructions for filing this Monthly Employment Utilization Report are as follows:

- a. The report is to be completed by each subject contractor (both prime and subcontractors), signed by a responsible official of the company, and filed by the fifth day of each month during the term of the contract, beginning the effective date of the contract. This report includes the total work hours worked for each employee level in each designated trade for the entire reporting period. The contractor submits a report for its aggregate work force on all Federally-funded or assisted construction contracts and all non-Federal construction work within the particular Bid Condition area, and collects from subcontractors performing work on a Federally-assisted construction project their individual SF-257 reports of aggregate workforce in the Bid Condition area, and submits them with its own report to:

Assistant Regional Administrator
Office of Federal Contract Compliance Programs
U.S. Department of Labor
JFK Federal Building, Room 1612C
Boston, MA 02203

Subcontractors should not individually submit these reports directly to HUD.

- b. Attach to the Standard Form 257 a one time listing of all Federally-funded or

¹Forms referred to in these instructions are available from:

U.S. Department of Labor-Area Office
Office of Contract Compliance
507 J.W. McCormack Post Office and Court House Building
Boston, MA 02109 (617) 223-1481

assisted contracts within the particular Bid Condition area by agency, contract and/or project number, location, dollar volume, percent completed, completion date, and a similar listing of all non-Federal work being performed in that area. Monthly reports thereafter should only include a listing of new contracts (both federal and non Federal) received and current contracts completed.

- c. If there is no work in a craft in the contractor's aggregate workforce for the reporting month, indicate this lack of work by placing a zero (0) in the appropriate column.
- d. Label the final report for a contractor or subcontractor FINAL REPORT-CONTRACT/SUBCONTRACT COMPLETED.
- e. Enter your employer identification number (Federal Social Security number used on the Employers Quarterly Tax Return, U.S. Treasury Department Form 941) in item 1 of the Standard Form 257.
- f. Minority is defined as including Blacks, Hispanics, Asians/Pacific Islanders and American Indians, Aleuts, Cape Verdeans, and Eskimos.
- g. The procedure for assigning OFCCP identification numbers to each contract awarded has been cancelled, and the project names and OFCCP number are no longer required to be reported on the SF-257.

Construction contractors and subcontractors performing work subject to the requirements of Executive Order 11246 in non-plan areas are also required to file SF-257 forms on a monthly basis. The procedure for filing the form is identical to that outlined above except that the geographic area for reporting is the Standard Metropolitan Statistical Area (SMSA) (or county, where no SMSA exists) in which the Federally-assisted construction contract is being performed.

BOSTON HOUSING AUTHORITY
SECTION 3 PROVISION

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ATTACHMENT C-c**SUMMARY****1.01 GENERAL**

A. This section summarizes the Boston Housing Authority ("BHA") Section 3 Provision ("S3P"). The S3P describes BHA's implementation of section 3 of the Housing and Urban Development Act of 1968 ("Section 3"). Section 3 is a federal law that requires contractors, to the greatest extent feasible, to hire and/or train low and very low income persons in Boston or adjacent neighborhoods, employees of Section 3 Business Concern, and YouthBuild Participants ("Section 3 Worker"); BHA residents and BHA lease voucher participants ("Targeted Section 3 Worker"); and to offer subcontracts to business concerns owned or operated largely by Section 3 Workers or Targeted Section 3 Workers ("Section 3 Business Concerns"). All persons submitting a proposal in response to BHA's Request For Proposal ("Proposers", "Consultants" and/or "Contractors") are advised to consult the S3P for the specific requirements that apply to them. Section 3 and this S3P apply to all BHA contractors. The S3P will be incorporated into the contract to be awarded by the BHA (the "Contract" or the "Section 3 Contract") and contains both pre- and post-contract award requirements.

B. In addition to this Summary section, proposers, consultants, and contractors are required to review all sections of the S3P in order to be fully advised of all S3P procurement phase and contract phase requirements. Other duties and requirements of law which may not be specified in this section or the S3P apply and are inherently made part of the Contract.

1.02 PREFERENCES FOR SECTION 3 WORKERS AND SECTION 3 BUSINESS CONCERNS

The S3P is appended to this section and is numbered 1 through 19. Together with this section, the S3P sets out certain employment, training and contracting requirements for the Contract. All proposers are required to comply with the terms of the S3P.

A. Training and Employment Preference for Section 3 Workers and Targeted Section 3 Workers.

1. The Contractor shall, to **the greatest extent feasible**, provide employment and training opportunities to Section 3 Workers. The Contractor will be in compliance with the training and employment requirement when, to the greatest extent feasible, at **least twenty-five (25) percent or more of the total number of labor hours worked by all Workers on a Section 3 project are Section 3 Workers; and Five (5) percent or more are Targeted Section 3 Workers.** All training efforts must facilitate and promote the hiring percentages.

2. The S3P establishes certain requirements for outreach to Section 3 Workers and Targeted Section 3 Workers by the Contractor and for the documentation of such outreach efforts. Consult Part 2.2 of the S3P for these requirements.

3. The S3P establishes an order of priority for the Contractor for making any new hire under the Contract. Consult Part 2.3 of the S3P for the order of priority in making offers of new hires.

B. Contract Preference for Section 3 Business Concerns.

1. The Contractor shall, to **the greatest extent feasible**, give preference to Section 3 business concerns when entering into any contract in connection with a Section 3 covered activity. When contracting with Section 3 Business Concerns, recipients will follow the **order of**

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priority outlined below:

1. Section 3 Business Concerns that provide economic opportunities for residents of the BHA development subject to the project for which the assistance is provided (category 1);
2. Section 3 Business Concerns that provide economic opportunities for residents of other BHA developments or BHA's leased housing program (category 2);
3. HUD YouthBuild programs being carried out in the Boston metropolitan area (category 3);
4. Section 3 Business Concerns that provide economic opportunities to Section 3 Workers residing within the Boston metropolitan area (category 4).

As with the Section 3 Worker and Targeted Section 3 Worker hiring preferences, Contractors are required to contract in the priority outline established above and must document instances where available higher category business concerns were available but not used.

2. The S3P establishes certain requirements for outreach to Section 3 Business Concerns by the Contractor and for the documentation of such outreach efforts. Consult Part 3.2 of the S3P for these requirements.

1.03 PROCEDURES PRIOR TO CONTRACT AWARD AND EXECUTION

1. All proposers are required under the S3P to make certain submittals to the BHA and to attend an Implementation Meeting with the BHA prior to contract award. Consult Parts 4 and 5 of the S3P for these requirements for more details regarding these requirements.

2. A schedule of procedures prior to contract execution is indicated below:

Step	Event	Submission of Form
1	Proposal Due Date	Form 1 (Part 4.1.1) Form 2 (Part 4.1.3)
2	BHA Notification	Section 3 Compliance Plan (for proposals valued over \$100,000) within 10 business days
3	BHA Approval/Disapproval of Section 3 forms and Section 3 Compliance Plan	

The S3P forms submission schedule is provided solely as a convenience for proposers and in no way changes, affects, or supersedes the provisions contained in the S3P or any other section or provision of the Request For Proposals. All proposers are strongly encouraged to read the S3P thoroughly to ensure compliance with all applicable requirements.

1.04 SECTION 3 PROVISION FORMS

The S3P forms are appended to Part 10 of the S3P. Bidders and contractors are required to submit the various S3P forms during the proposal submission phase, contract award phase and contract administration phase in the manner described in the S3P, time being of the essence.

1.05 SECTION 3 CLAUSE.

The Contractor is required to include information entitled the "Section 3 Clause" in all contracts and subcontracts related to the Contract. The Section 3 Clause is printed at Part 10 of the S3P.

1.06 MISCELLANEOUS

No provision of this S3P shall be interpreted or construed to create or establish an employment, agency or contractual relationship of any type or nature between the BHA and any Section 3 Worker, Targeted Section 3 Worker and/or any Section 3 Business Concern.

END OF S3P SUMMARY SECTION

1. Definitions.

For the purposes of this S3P, the following terms have the following meanings:

- 1) Authority or BHA means the Boston Housing Authority.
- 2) BHA leased housing participant means an individual or family that has been admitted to and is currently assisted by a housing program administered by the BHA Leased Housing Department.
- 3) Contractor means any entity which contracts to perform work in connection with a Section 3 Covered Project.
- 4) Employment opportunities means, with respect to Section 3 covered housing assistance, all employment opportunities arising in connection with Section 3 Covered Projects not including professional services. Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.
- 5) Federal Wage Rate Job Classification means the job classifications listed in the federal minimum wage rate schedule issued from time to time by the Secretary of the United States Department of Labor pursuant to the Davis Bacon Act.
- 6) HUD means the U.S. Department of Housing and Urban Development.
- 7) HUD YouthBuild programs mean programs that receive applicable federal assistance and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.
- 8) Metropolitan area means the Boston metropolitan statistical area (MSA), as established by the Office of Management and Budget. The Boston MSA consists of seven counties: Norfolk, Plymouth, Suffolk, Middlesex, Essex, Rockingham (NH), and Strafford (NH).
- 9) Person means any natural person, business, partnership, corporation, joint venture, organization, entity or group of individuals.
- 10) Project Development means the public housing development or developments for which the Contractor is performing work under a Section 3 Covered Contract.
- 11) Provision or S3P means this Section 3 Provision.
- 12) Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
- 13) Section 3 Business Concern means:
A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - i) It is at least 51 percent owned and controlled by low- or very low-income persons;

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- ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers; or
- iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

The status of a Section 3 Business Concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

- 14) Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.
- 15) Section 3 Compliance Plan means the plan submitted to the BHA by a Contractor setting out how it intends to comply with the requirements of this Provision.
- 16) Section 3 Covered Activity means any activity, procurement or contract funded by Section 3 covered HUD assistance including, but not limited to: all manner of procurements; and construction service contracts and subcontracts.

Section 3 covered activities do not include procurements or contracts for the purchase of supplies and materials that do not require the furnishing of labor, time, and/or effort relating to the installation of the supply and/or material. Additionally, Section 8 project-based assistance contracts are not covered under this policy. Nevertheless, former public housing developments that are being redeveloped or undergoing a subsidy conversion to Section 8 will continue to be subject to Section 3 either by law or BHA policy.

- 17) Section 3 Covered Contract means a contract or a subcontract awarded by the Authority or by a Contractor for work on a Section 3 Covered Project and/or any Section 3 Covered Activity. Section 3 Covered Contracts do not include contracts for the purchase of supplies and materials, except where a contract for the purchase of materials includes installation.
- 18) Section 3 Project means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. These thresholds will be adjusted every five years by HUD.
- 19) Section 3 Worker means any Worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - a) The Worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - b) The Worker is employed by a Section 3 Business Concern.
 - c) The Worker is a YouthBuild participant.
- 20) Section 3 joint venture means an association of business concerns formed by a written joint venture agreement to engage in and carry out a specific business venture, where one of the business concerns qualifies as a Section 3 Business Concern and:
 - a) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
 - b) Performs at least 25% of the work and is contractually entitled to compensation

proportionate to its work.

- 21) Subcontractor means any entity (other than an individual who is an employee of the Contractor) which has a contract with a Contractor to undertake a portion of the Contractor's obligation for the performance of the work.

1A. Order of Precedence.

In the event of a conflict between the definitions contained in this Part 1 and the definitions of terms contained in Section 3 and its regulations, the definitions contained in Section 3 and its regulations shall control.

2. Training and Employment Preference for Section 3 Workers.

2.1 When new hires are needed, recipients are required to, at a minimum: notify Section 3 Workers about training and employment opportunities arising out of any Section 3 covered activity; encourage the application of Section 3 Workers for training and employment opportunities arising out of any Section 3 covered activity; facilitate the employment of Section 3 Workers; and document actions taken to comply with these requirements and the results of such actions and impediments encountered, if any.

2.2 In order to qualify for priority status, Section 3 Workers and Targeted Section 3 Workers must meet the minimum qualifications of the position to be filled.

When hiring **Section 3 Workers** recipients will provide training and employment opportunities in the **order of priority** below:

1. Residents of the BHA development subject to the project, as documented within the past five years (category 1);
2. Residents of other BHA development (category 2);
3. Participants in BHA's leased housing programs ("BHA leased housing participant") in the Boston metropolitan area (category 2);
4. Participants in HUD YouthBuild programs in the Boston metropolitan area (category 3);
5. Other low-income or very-low income residents of Boston metropolitan area (category 4).

When hiring **Targeted Section 3 Workers** recipients will provide training and employment opportunities in the **order of priority** below:

1. Worker employed by a Section 3 Business Concern (category 1);
2. Residents of other BHA developments, as documented within the past five years (category 2);
3. Participants in BHA's leased housing programs ("BHA leased housing participant") in the Boston metropolitan area, as documented within the past five years (category 3);

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4. Participants in HUD YouthBuild programs in the Boston metropolitan area, as documented within the past five years (category 4);

2.3 Recipients are required to hire in the priority outline established above and must document instances where available higher category residents were not hired. Recipients will not be permitted to fulfill the hiring and training percentages by passing over available category 1-3 residents to hire category 4 residents.

2.4 Any Contractor that has not met the minimum percentages for training and employment set forth in this Part 2 has the burden of demonstrating why it was not feasible to meet such percentages.

2.5 A Section 3 Worker or Targeted Section 3 Worker seeking preference in training and employment pursuant to this Part 2 shall, if requested to by the Contractor, certify or submit evidence that they are a Section 3 Worker or Targeted Section 3 Worker as defined in this Provision.

2.6 Notwithstanding the foregoing, any individual named as a Section 3 Worker or Targeted Section 3 Worker on a list provided to the Contractor by the Authority shall be deemed to be a Section 3 Worker or Targeted Section 3 Worker for the purposes of this Part 2.6 without being required to furnish additional proof of such status.

2.7 Nothing in this Part 2 shall be construed to require the employment of a Section 3 Worker or Targeted Section 3 Worker who does not meet the minimum qualifications of the position to be filled; however, any such qualifications shall be reasonably related to the work to be performed by the person filling the position as determined by the Authority.

2.8 The Contractor is responsible for complying with the requirements of this Provision in its own operations and for assuring compliance in the operations of its Subcontractors.

3. Contract Preference for Section 3 Business Concerns.

3.1 The Contractor shall, to the greatest extent feasible, give preference to Section 3 Business Concerns when entering into any Contract in connection with a Section 3 Covered Project.

3.2 Prior to entering into any Contract in connection with a Section 3 Covered Project, the Contractor shall use its best efforts to:

1. Notify Section 3 Business Concerns about contracting opportunities arising out of any Section 3 Covered Contract;
2. Encourage Section 3 Business Concerns to submit proposals or bids on any Section 3 Covered Contracts;
3. Facilitate the award of contracts to Section 3 Business Concerns; and
4. Document actions taken to comply with the requirements of this Part 3, the results of such actions and impediments encountered, if any.

3.3 In entering into any Contract in connection with a Section 3 Covered

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Project, the Contractor shall award any such contract in the following order of priority:

1. Section 3 Business Concerns that provide economic opportunities for residents of the BHA development subject to the project for which the assistance is provided (category 1);

2. Section 3 Business Concerns that provide economic opportunities for residents of other BHA developments or BHA's leased housing program (category 2);

3. HUD YouthBuild programs being carried out in the Boston metropolitan area (category 3);

4. Section 3 Business Concerns that provide economic opportunities to Section 3 Workers residing within the Boston metropolitan area (category 4).

3.4 The Contractor may demonstrate compliance with the contract requirements of this Provision by meeting the following minimum percentages: **at least twenty-five (25) percent or more of the total number of labor hours worked by all Workers on a Section 3 project are Section 3 Workers; and Five (5) percent or more are Targeted Section 3 Workers.**

3.5 Any Contractor that has not met the minimum percentages for contracting set forth in this Part 3 has the burden of demonstrating why it was not feasible to meet such percentages.

3.6 A Section 3 Business Concern seeking preference in contracting pursuant to this Part 3 shall, if requested by the Contractor, certify or submit evidence that it is a Section 3 Business Concern as defined in this S3P. Notwithstanding the foregoing, any business concern named as a Section 3 Business Concern on a list provided to the Contractor by the BHA shall be deemed to be a Section 3 Business Concern for the purposes of this Part 3.6 without being required to furnish additional proof of such status.

3.7 A Section 3 Business Concern seeking preference in contracting pursuant to this Part 3 shall, if requested by the Contractor awarding the Contract, submit evidence sufficient to demonstrate to the satisfaction of the Contractor that it is responsible and has the ability to perform successfully under the terms and conditions of such Contract.

3.8 The Contractor is responsible for complying with the requirements of this Provision in its own operations and for assuring compliance in the operations of its Subcontractors.

4. Procedures Prior to Contract Execution.

4.1 Publicly Bid Section 3 Covered Contracts

1. Proposers shall submit a completed **Certification of Intent to Comply with Section 3 (Form 1)** and **Section 3 Hiring, Training, and Contracting Opportunities (Form 2)** with their proposals.

2. If the Certification of Intent to Comply with Section 3 (Form 1)

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and/or Section 3 Hiring, Training, and Contracting Opportunities (Form 2) are not submitted with the proposal, the Authority may, but is not required to, reject the proposal. If the Contractor's Certification is incomplete, the Authority may, but is not required to, permit the apparent proposer to submit and/or complete, correct, and/or modify such Forms in order to meet bid requirements.

3. Within ten (10) business days of notification by the Authority, Proposers on contracts with costs estimated over \$100,000 shall submit a **Section 3 Compliance Plan** describing in detail how the Proposer intends to comply with this Provision, including a plan for soliciting Section 3 Workers, Targeted Section 3 Workers, and Section 3 Business Concerns for employment and contracting opportunities, together with sample solicitations and other information to be used in the implementation of such plan and designating a representative for overseeing the Proposer's responsibilities under this Provision.

4.2 If deemed advisable by the BHA, the Authority may assist the Contractor's outreach efforts by providing the Contractor with the following information (if such information is available) for its consideration:

1. A list of Section 3 Workers and Targeted Section 3 Workers available for work under this Provision and a summary of their qualifications and experience; and

2. A list of Section 3 Business Concerns available for work under this Provision and of the summary of their qualifications and experience.

4.3 The Authority shall, within five (5) business days after the delivery to the Authority of the Section 3 Compliance Plan:

1. Approve the Section 3 Compliance Plan as submitted; or

2. Approve the Section 3 Compliance Plan as modified to reflect changes arising out of correspondence between the Contractor and the Authority; or

3. Notify the Contractor that the Section 3 Compliance Plan is not approved and require the Contractor to submit for the Authority's approval a revised Section 3 Compliance Plan.

4.4 If the Contractor does not submit a Section 3 Compliance Plan, or if the Authority does not approve the Section 3 Compliance Plan, the Authority may, but is not required to, award the Contract to the next-ranked Person on the short list of Persons submitting proposals for the contract.

1. The next-ranked Person submitting a proposal for the contract shall be required to submit the forms required pursuant to Part 4.1 within five (5) business days of receipt of the Authority's request. Forms required to be submitted pursuant to Part 4.1.3 shall be submitted within ten (10) business days of receipt of the Authority's original request.

4.5 In addition, the Contractor shall submit to the Authority prior to execution of any Subcontract a Section 3 Hiring, Training, and Contracting Opportunities form (Form 2) completed by such Subcontractor under such Subcontract.

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4.6 On the date of contract award, the Contractor shall provide the Authority with a list of its current employees in a format satisfactory to the Authority. The Contractor shall provide such employee lists on an ongoing basis for any and all of its subcontractors as subcontracts are awarded.

4.7 Notwithstanding the foregoing, the Contractor shall demonstrate compliance with this Provision no later than the date the Contractor signs the Contract.

5. Compliance Monitoring After Notice to Proceed.

5.1 Upon request, the Contractor shall submit to the Authority a completed **Quarterly Section 3 Report (Form 3)** for the preceding quarter, setting out for each week in such quarter the total numbers of hours worked on the Section 3 project and total number of labor hours worked by Section 3 Workers and Targeted Section 3 Workers, whether employed directly by the Contractor, or indirectly by one or more of its Subcontractors and amounts paid under the contract to Section 3 Business Concerns, whether such amounts are paid directly by the Contractor, or indirectly by one or more of its Subcontractors.

5.2 The Contractor shall promptly provide to the Authority, at its request, any such information or reports as the Authority may require and shall permit access to the Authority's employees and agents to the job site and to any books, records, accounts and/or other material deemed by the Authority to be necessary to monitor the Contractor's compliance with this Provision.

5.3 The Contractor or any of its Subcontractors may terminate the employment of a Section 3 Worker, Targeted Section 3 Worker, or the contract of a Section 3 Business Concern for good cause, provided that the Contractor or Subcontractor first notifies the Authority in writing of the proposed termination and the specific reasons therefor. The Authority may request that the Contractor or Subcontractor meet with the Authority to discuss the reasons for any such proposed termination. Nothing in this paragraph or in the S3P is intended to or shall be interpreted to create or establish an employment, agency or contractual relationship of any type or nature between the BHA and any Section 3 Worker, Targeted Section 3 Worker, and/or any Section 3 Business Concern.

5.4 If any Section 3 Worker or Targeted Section 3 Worker employed by the Contractor or a Subcontractor pursuant to this Provision leaves or is terminated from such employment, or if any Section 3 Business Concern fails to perform under its contract or its contract is terminated, the Authority may require the Contractor and/or its Subcontractor to employ another Section 3 Worker or Targeted Section 3 Worker or contract with another Section 3 Business Concern in order to remain in compliance with the requirements of this Provision.

6. Enforcement.

6.1 If at any time the Authority determines that the Contractor is not in compliance with this Provision, it shall notify the Contractor in writing of such finding and of any sanctions it intends to apply. Such written notice shall give the Contractor an opportunity to meet with representatives of the Authority to present information demonstrating that it is in compliance, or in mitigation of its failure to

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comply and shall appoint a time and place for such meeting, subject to the Contractor's availability. The Authority may require the attendance of any Subcontractor at any such meeting.

6.2 Following any meeting held with a Contractor pursuant to Section 7.1 the Authority shall make a finding as to whether the Contractor is in compliance with this Provision and shall notify such Contractor in writing of such finding, the information upon which such finding was based and the sanctions, if any, it intends to apply. Any such finding shall be final and without recourse, unless it is made in bad faith and without reasonable cause.

7. Sanctions.

7.1 If the Authority determines that the Contractor is not in compliance with this Provision, the Authority may impose on the Contractor, or require the Contractor to impose on any Subcontractor, any one or more of the following sanctions:

1. The recovery from the Contractor of one-tenth of one percent (0.1%) of the Contract price or \$2,500, whichever is greater, in the nature of liquidated damages, for each week that the Contractor fails or refuses to comply; or the recovery from the Contractor, to be assessed by the Contractor as a back-charge against the Subcontractor, of one-tenth of one percent (0.1%) of the subcontract price, or \$1,000, whichever sum is greater, in the nature of liquidated damages for each week that the Subcontractor fails or refuses to comply.

2. The suspension of any payment or part thereof due under the Contract, until such time as the Contractor is able to demonstrate its compliance with the terms of this Provision.

3. The termination or cancellation of the Contract, in whole or in part, unless the Contractor is able to demonstrate within a specified time its compliance with the terms of this Provision.

4. In connection with final acceptance and final payment, retention and forfeiture of no more than five percent (5%) of the Contract price (as adjusted by change orders or other amendments), where the Contractor has been unable to demonstrate compliance with the terms of this Provision.

5. Denial to the Contractor of the right to participate in any future contracts awarded by the Authority for a period of up to three (3) years.

7.2 If, at any time after the imposition of one or more of the above sanctions, a Contractor is able to demonstrate to BHA's satisfaction that it is in compliance with this Provision, it may request the Authority to suspend the sanctions conditionally, pending a final determination as to whether the Contractor is in compliance. Upon final determination of the Authority, the Authority shall either lift the sanctions or re-impose them.

8. Other Provisions.

8.1 All Section 3 Covered Contracts shall include the clause set forth in Part 10, entitled "Section 3 Clause".

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8.2 Certain Contractors subject to this S3P are also required to comply with Executive Order 11246, as amended by Executive Order 12036 and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

8.3 The Authority shall have access to all records, reports, and other documents or items maintained to demonstrate compliance with this S3P.

9. Section 3 Clause.

The Contractor shall require that the following provision entitled “the Section 3 Clause” be included in all Section 3 Covered Contracts related to or associated with the work to be performed under the Contract:

**SECTION 3 CLAUSE OF THE HOUSING AND
URBAN DEVELOPMENT ACT OF 1968**

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,

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and (2) 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.

G. With Respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

END OF SECTION 3 CLAUSE

10. Section 3 Submission Forms and Deadlines

FORM 1	Certification of Intention to Comply with Section 3	Submit with Proposal
FORM 2	Section 3 Hiring, Training, and Subcontracting Opportunities	Submit with Proposal
	Section 3 Compliance Plan* (For contracts valued over \$100,000)	Due within 10 business days of BHA notification
FORM 3	Quarterly Section 3 Report	Submit upon request
HUD Form 60002	Section 3 Summary Report	Submit at end of calendar year (if applicable) and at completion of project
Section 3 Worker Affidavit	Certification of Section 3 Worker and Targeted Section 3 Worker	Submit upon request and whenever FORM 3 is submitted

* There is no BHA form for a Compliance Plan but sample plans are available on request. The Compliance Plan details the Proposer's specific efforts to implement the Section 3 requirements.

ATTACHMENT C-c**FORM 1****Certification of Intent to Comply with Section 3**

This form is to be submitted by proposers with their proposal. Failure to submit this form may result in the rejection of your proposal.

I hereby certify that:

1. I am the _____ [Insert Title] of _____
_____ [Insert Name of Proposer] (the "Company");
2. I am duly authorized by the Company to submit a proposal on its behalf to the Boston Housing Authority for _____
[Insert Project Name and Number] and to execute any and all documents required to be filed as a condition of such proposal;
3. I have read and understood the Section 3 Provision, which applies Section 3 of the Housing and Urban Development Act of 1968, as amended, and the Section 3 regulations found at 24 CFR 135.
4. The Company will comply with the requirements of 24 CFR 135 and the Section 3 Provision. This includes ensuring that, to the greatest extent feasible, at **least twenty-five (25) percent or more of the total number of labor hours worked by all Workers on a Section 3 project are Section 3 Workers; and Five (5) percent or more are Targeted Section 3 Workers.**
5. The Company is responsible for the compliance of its subcontractors and will ensure that its subcontractors comply with the requirements set out in 24 CFR 135 and the Section 3 Provision.
6. Any vacant positions filled after the contract award notification but before contract execution will not be filled to circumvent the Company's Section 3 obligations.

Signed under the penalties of perjury.

[Company]

[Date]

[Address/Contact]

[Signature]
Duly Authorized

ATTACHMENT C-c**FORM 2****Section 3 Hiring, Training, and Contracting Opportunities**

This form is to be completed by the proposer on behalf of itself and all projected subcontractors, if any. Provide estimates of hiring and contracting needs on the project.

HIRING OPPORTUNITIES

Job Category	Number of positions needed to complete project	Number of positions filled by current employees*	Number of positions to be filled by Section 3 Workers	Anticipated dates of work
<i>Example: Tenant Coordinator</i>	<i>1</i>	<i>0</i>	<i>1</i>	<i>10/1/21-12/31/21</i>
1) Technicians				
2) Office/Clerical				
3) Trade				
4) Trade				
5) Trade				
6) Tenant Coordinator				
7) Other:				
Totals				

SUBCONTRACTING OPPORTUNITIES

Sub-trade and Company (if known)	Filed Sub-trade? (Y/N)	Section 3 Business Concern? (Y/N)	Specification Reference	Amount of Contract
<i>Example: HVAC Inc.</i>		<i>Y</i>	<i>06200</i>	<i>8,000</i>
1)				
2)				
3)				

The above tables represent an accurate estimate of workforce and subcontracting needs for this project and also represent the number of Section 3 Workers, Targeted Section 3 Workers, and business concerns that the company proposes to employ and/or contract with.

Signed under the penalties of perjury.

[Company]

Date: _____

By: _____
[Signature]

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FORM 3

Quarterly Section 3 Report

This form or a certified substitute document containing the information requested below is to be completed by the consultant and all subcontractors, if any, and submitted upon request. Attach verifications (e.g., Section 3 Workers Affidavit and copy of photo identification) as necessary.

BHA Job No. _____

Month Ending: _____

SECTION 3 WORKER LABOR HOURS

Employee Name	Job Title	Targeted/Section 3 Worker? (Y/N)	Address	Date Hired	Labor Hours this month	Labor Hours to date
<i>Example: Gladys Jones</i>	<i>Project Assistant</i>	<i>Y</i>	<i>Franklin Field, 100 Ames St. Dorchester, MA 02124</i>	<i>10/15/21</i>	<i>80</i>	<i>200</i>
1)						
2)						
3)						
4)						
5)						

SECTION 3 BUSINESS CONCERNS

Section 3 Business Concern	Address	Dates of Work	Contract Price	Paid to Date	Amount Remaining to be paid
<i>Example: ABC Security Co.</i>	<i>123 Main St., Boston MA 02111</i>	<i>11/1/20-5/30/21</i>	<i>15,000</i>	<i>2,500</i>	<i>12,500</i>
1)					
2)					
3)					
4)					

[Company]

Date: _____

By: _____
[Signature]

BOSTON HOUSING AUTHORITY SECTION 3 WORKER AFFIDAVIT

Eligibility for Preference: Any person seeking Section 3 preference in training and employment shall certify or submit evidence to the Boston Housing Authority (BHA) that the person qualifies for a Section 3 preference.

Circle only one:

1. I qualify as a **Section 3 Worker** because (*circle only one*):
 - a. My income from last year is below the low-and very-low income limit of the Boston-Cambridge-Quincy, MA and Rockingham County, NH area. (*see chart below*)
 - b. I am employed by a Section 3 business concern
 - c. I am a YouthBuild Participant
2. I qualify as a **Targeted Section 3 Worker** because (*circle only one*):
 - a. I am or have been in the past five years a resident of BHA
 - b. I am or have been in the past five years a participant of BHA's Section 8 voucher program
 - c. I am or have been in the past five years a resident or a participant of a Section 8 voucher program managed by another public housing authority
3. I **do not** qualify as a Section 3 Worker or Targeted Section 3 Worker

Income Limit Chart. Based on income from the past twelve (12) months, my annual household income is at or below (*circle only one*):

Number in Household	Low Income (80%)	Very Low Income (50%)
1 Individual	70,750	47,000
2 Individuals	80,850	53,700
3 Individuals	90,950	60,400
4 Individuals	101,050	67,100
5 Individuals	109,150	72,500
6 Individuals	117,250	77,850
7 Individuals	125,350	83,250
8 Individuals	133,400	88,600

Eligibility Guideline for FY 2021 (updated in April)

(Verify current income levels at <http://www.huduser.org/portal/datasets/il.html>)

Boston-Cambridge-Quincy, MA-NH Metro Area consists of Essex, Middlesex, Norfolk, Plymouth, Suffolk County, MA and Rockingham County, NH.

I hereby agree to provide, upon request, documents verifying the information provided on this form and authorize my employer to release information required to verify my Section 3 status. I certify that the information on this form is complete and accurate. I understand that providing false statements or information is punishable under state and federal law. Signed under the penalties of perjury,

Print Name: _____

Signature: _____

Date: _____

Resident Relocation Services for
St. Botolph Apartments Renovations
BHA Job No. 1978-01

Appendix D

Fee Proposal

Please refer to Part III (D) of the RFP in preparing this Fee Proposal.

In filling out this form, Proposers are asked to assume a projected relocation volume of **200** households across three revitalization sites. Actual numbers will vary. The rates indicated here will be used to establish specific annual work plans between BHA and the Contractor.

Proposer Name: _____

A. Staffing and Administrative Costs (including all fringe and corporate overhead)

List each position as it is identified in the Service Plan. The hourly rate figures must include all wages and benefits. The contractor commits to these rates. Actual compensation will be calculated by multiplying these rates by the actual number of hours worked during each monthly invoice period.

	Staff Position	Year 1			Year 2			Year 3			Year 4 - Extension			Total
		hourly rate	Average hours / wk	Total Cost	hourly rate	estimated hours / wk	estimated annual cost	hourly rate	estimated hours / wk	estimated annual cost	hourly rate	estimated hours / wk	estimated annual cost	
1	Principal/Executive: name: _____ <i>This person provides policy expertise and strategic management.</i>													
2	Program Director: name: _____ <i>This person provides oversight of all relocation occurring at any one time</i>													
3-1	Site Coordinator - Occupied Rehab: <i>This person is based at an occupied rehab site and oversees logistics at the site.</i>													
3-2	Site Coordinator - Occupied Rehab: <i>Same as 3-1 above for a second occupied-rehab site.</i>													
3-3	Site Coordinator - Demo/New Construction: <i>This person is based at site undergoing demolition and new construction and oversees logistics at the site.</i>													
4	Accountant													
5	Attorney													
6	IT / Data Manager													
7	Other: _____													
Subtotal:														

B. Reimbursables

The BHA will reimburse the Contractor for the actual cost of the items in Parts B(1) and B(2) below, up to a total not to exceed the "total budgeted" figures inserted here. No overhead costs may be included.

B1. Allowable Additional Costs (see Section 3.6 of Professional Services Contract)

	Item (please specify)	Year 1	Year 2	Year 3	Total
1	Program Insurance				
2	Rent	N/A	N/A	N/A	N/A
3	Office Equipment and Expenses				
4	Translation / Interpretation				
5	Transportation				
7	Other: _____				
Subtotal:					

Office space will be provided by BHA at each public housing site undergoing relocation.

B2. Relocation / Moving Costs

Moving contract

	item	Year 1 200 moves	Year 2 200 moves	Year 3 200 moves	Total
1	Moving Costs				
2	Packing Materials				
4	Extermination Costs				
6	Cable and Telephone Transfers				
7	Packing Assistance				
8	Other: _____				
9	Other: _____				
Total :					

Note: In addition to these moving costs, the Contractor will be expected to cover the up-front costs of any Security Deposits, Dislocation Allowances, and Replacement Housing Payments. The BHA will reimburse any such payments; they are not subject to the budget limits imposed by this Fee Proposal.

C. Total Contract Amount (A+B1+B2)

D. Authorized Signature: _____
Name: _____
Title: _____

date: _____