

Invitation for Bid (IFB)

Revere Housing Authority Pest Control Services

RHA Contract No. 2016-10

August 22, 2016

I. INTRODUCTION

The Revere Housing Authority (RHA) is a Public Housing Authority (PHA) that owns and operates 23 low income public housing complexes that consist of 900 rental units and two administrative offices within the City of Revere, Massachusetts. The RHA requests bids to provide Pest Management Services for all public housing developments and administrative offices owned by the RHA. The term of this contract is for one (1) year with an option to renew for two (2) additional years at one (1) year intervals with a not to exceed amount of \$75,000.

Any questions pertaining to this IFB shall be directed to **Patricia Duffy, Director of Finance and Operations, at 781-284-4394 or by email at tduffy@revereha.com.**

A. Pre Bid Conference

A pre-bid conference will be held at 10:00 a.m. on Tuesday, September 13, 2016 at 9:30 A.M at the RHA, 70 Cooledge Street, Revere, MA 02151.

B. Bid Submittal Due Date

Sealed bids must be mailed or hand delivered to the **Patricia Duffy, Director of Finance and Operations, Revere Housing Authority, 70 Cooledge Street, Revere, MA 02151** no later than **Thursday September 22, 2016 by 2:00 p.m.** All bids must be submitted using the attached forms and received in a sealed envelope marked “**Pest Control Bid**”.

The attached forms must be signed by the bidder and filled out in its entirety. Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered.

Any modification or withdrawal shall be made in writing and received by the RHA prior to the time and date that the bid is due. Bid modifications must be submitted in a sealed envelope clearly labeled “**Modification No. ___ to Bid for Pest Control Services.**”

If, at the time of the scheduled proposal submittal date, the RHA offices are closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the bid submittal date will be postponed until the same scheduled time on the next normal business day. Bids will be accepted until that date and time.

C. Bid Acceptance Period

The RHA shall have a period of 45 calendar days following the bid opening date to make the award. No bids may be withdrawn during this acceptance period, without the permission of the RHA.

D. Attendance at Bid Opening

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and other properly interested parties who either may be present in person or by their representative. The bids will be publicly read and open to inspection at this time.

E. Informalities and Rejections

The RHA reserves the right to waive any informality and to reject any and all bids.

F. No Warranty

The bidder is required to examine the specifications, instructions, and risks to be covered. Failure to do so will be at the bidder's own risk. It is assumed that the bidder has made such investigation as to be fully informed as to the extent and character of the hazards of the requirements of the specifications. No warranty is made or implied as to the information contained herein.

G. Method of Award

1. The contract will be awarded to the lowest responsive and eligible bidder who meets the specifications. The contract total will be calculated using the estimated number of hours per week (40) based on 52 weeks of work.
2. The RHA may reject any and all bids if such action is in the public best interest and waive minor informalities in bids received.
3. The RHA will award a contract on the basis of bids received without discussion. Therefore, each bid should contain the bidder's final and only price.

H. Conflicts of Interest

1. The contractor certifies by submission of a bid that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed RHA contract and a prospective contractor's organizational, financial contractual or other interests are such that:
 - a. Award the contract may result in an unfair competitive advantage;
 - b. The Contractor's objectivity in performing the contract work may be impaired;
 - c. The Contractor has disclosed all relevant information and requested the RHA to make a determination with respect to the contract.
2. The contractor agrees that if after the award of contract, he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the RHA which shall include a description of the action which the contractor has taken or intends to take to eliminate or neutralize the conflict. The RHA may, however, terminate the contract for the convenience of the Authority if it would be in the best interest of the RHA

3. The contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the RHA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this contract.

I. Contract Period

The contract under this solicitation will be for a one (1) year period, beginning on or about September 15th 2016 and ending on or about September 15th 2017. The RHA may at its discretion exercise its right for an option to renew for two (2) additional years at one year intervals.

J. Insurances

The successful bidder will be required to maintain the following insurances.

1. Workman's Compensation Insurance in accordance to Massachusetts Statutes;
2. General Commercial Liability Insurance in the amount of \$1,000,000 with the RHA to be additionally insured;
3. Automobile Insurance: All vehicles used in the conduct of the work shall maintain collision and liability coverage.

K. Permits, Fees, and Notices

The contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution of the work. The contractor shall give all notices and comply with all laws, regulations and orders of any public authority bearing on the performance of the work. The contractor is required to notify the RHA representative of the need for any permits.

L. Subcontracting

No subcontractors will be allowed to perform any work under this contract without the prior approval of the RHA.

II. SCOPE OF SERVICES

The RHA seeks proposals from qualified (Massachusetts licensed/certified) pest elimination/control companies to manage pest issues in its 900 units of public housing and associated office spaces.

Pests Covered

The Contractor shall furnish all work, labor and materials (unless specifically excluded) for the management of rodents (rats and mice), crawling insects, i.e. cockroaches (all native species), ants (except carpenter and pharaoh ants), bedbugs, spiders, beetles, fabric and stored product moths and beetles, silverfish/firebrats, wasps, centipedes, millipedes crickets, and other household pests, except termites, birds and nuisance animals from the buildings and grounds of the RHA consisting of 2,451 living units and their respective developments and management offices; a list of properties is attached.

Areas of Service

Contractor services shall cover the following areas:

1. All Apartments, all rooms, (kitchen, bath, living and bed rooms, closets, laundry and utility areas)
2. Offices,
3. Community rooms,
4. Utility rooms,
5. Laundry rooms,
6. Boiler Rooms,
7. Storage areas,
8. Elevator rooms and lobbies,
9. Mechanical closets, rooms and areas,
10. Hallways and stairwell,
11. Trash disposal chutes and rooms,
12. Dumpster and Compactor Areas,
13. Attics and crawl spaces
14. Buildings and their perimeters,
15. Other areas as requested by RHA management

Service hours and days

Routine pest control services that do not adversely affect the tenants and staff health and activities shall be scheduled Wednesday's 8 AM – 4 PM exclusive of RHA recognized holidays.

Emergency Availability

The Contractor shall be available, on call, for "Emergency" hours (nights, weekends, holidays and overtime) for an agreed upon fee. All additional charges shall be justified and approved by the RHA in advance,

Products, Tools and Materials

- a) Prior to the commencement of work, the Contractor shall provide the RHA with a list of all pesticide products (insecticides and rodenticides) to be used on RHA properties, their labels and Material Safety Data sheets;
- b) Only EPA approved products, registered in the Commonwealth of Massachusetts shall be used in accordance with label direction;
- c) The list shall be updated as needed by the Contractor;
- d) The RHA may request additional products be added to the Contractors list of products;

- e) The RHA may reject or limit the use of specific products (i.e., “*No Fogs!*”);
- f) The Contractor shall not store any products or equipment on RHA’s property unless prior approval is granted;
- g) Additional tools are expected to be available and used by the Contractor; these tools must include:
 - Insect monitors, tamper-resistant rodent bait stations and traps;
 - Scrapers to remove accessible dead insects and rodents, cockroach droppings and old insecticide gels, etc;
 - HEPA vacuums and/or sweepers and to remove dead insects their parts, rodent hairs and droppings, etc. Contractor will be responsible for removal of insect carcasses, parts or other detritus associated with successful pest control;
 - Pesticide applications shall be according to need and not by schedule. As a general rule, the application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area. Requests for preventive treatments in areas where surveillance indicates a potential insect or rodent infestation shall be evaluated by the RHA on a case – by-case basis. Written approval must be granted by the RHA prior to any preventive pesticide application
- h) If pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

Service Methods

- a) The Contractor shall describe its’ service methods, plans and procedures for:
 - 1. Corrective action for insects and rodents;
 - 2. Preventive maintenance;
- b) The Contractor’s personnel shall check-in prior to work and check-out with the manager or their designee at each site;
- c) All methods of service and application shall be in accordance with the “Good Practices of the National Pest Management Assn. and the rules of the New England Pest Control Association’s IPM Registry;

Vehicles

- e) All Contractor service vehicles shall be clearly lettered for ease of recognition;
- f) Vehicles shall be properly locked and secured at all times while on RHA property;
- g) Contractor employees shall drive in a safe manner and adhere to the “Rules of the Road”;
- h) Contractor employees shall park their vehicles safely, not to impede the safety of others and their vehicles and in accordance with the policies of the RHA;
- i) All moving and parking violations, including towing services, shall be the responsibility of the Contractor and their employees.

Safety

- a) The contractor shall conduct its services in a safe and careful manner;
- b) The contractor shall abide by all laws, statutes, regulations and directives issued by OSHA, EPA, and the Commonwealth of Massachusetts;
- c) The contractor shall provide safety equipment as required by OSHA, EPA and specific product labels.

The RHA shall:

- a) Keep common and public areas, including outside grounds and support areas clean and accessible for pest control services;
- b) Communicate related housing policies, changes, expectations and responsibilities;
- c) Assist with the distribution of service schedules, preparation notices; consumer bulletins, etc.
- d) Manage and enforce contract details;

Compensation

The contractor will not be paid for any units unable to be treated due to:

- a) failure to perform (see Scope of Services),
- b) failure to be properly prepared (ex. insufficient cockroach bait);
- c) failure to be properly equipped (ex. failure to have a HEPA vacuum)
- d) the RHA shall compensate the Contractor for each apartment scheduled for service but not entered due to lack of keys, changed locks and other avoidable circumstances,

- e) resident refusal of services;
- f) the resident's failure to properly prepare as instructed by the Contractor;
- g) failure to clean as instructed, prior to service;
- h) failure to repair within 7 days of being notified.

Pest Specific Measures. In all situations, emphasis shall be on non-chemical measures. For example,

- Monitoring and trapping devices shall be primary tools;
- Upon follow-up visits to any unit (occupied or vacant), the Contractor must remove all pest-related waste material including, but not limited to, live, dead and body parts of insects, stored product pests, spiders. HEPA-quality vacuums shall be the standard method for the removal of this material;
- HEPA-quality vacuums shall also be used to remove rodent evidence (fecal droppings, hairs nesting materials, etc.);
- Structural, sanitary and procedural modifications to reduce food, water, harborage and access used by pests shall be investigated and implemented;
- Pest Control and other contractors, RHA staff and residents are expected to participate and support these efforts;

In situations requiring the use of any pesticides, label directions must be read, in advance, and followed. Prior approval by the RHA is required unless described below.

A. Cockroaches

- 1) Application of insecticide sprays and aerosols are not permitted unless prior approval is given by the RHA;
- 2) Insecticide gel baits are preferred such as but not limited to Matrix®, Advion®, Avert®, Max Force FC Select®, PreEmpt®, Transport®, etc.
- 3) Insecticide granular products may be used in basement and other mechanical areas; products such as but not limited to Whitmire Advance®, Entice®, Niban®;
- 4) Insecticide dusts, such as but not limited to boric acid, Drione®, Tempo®, Deltic®;
- 5) Insect growth regulators such as but not limited to Gentrol® (concentrate, aerosol and Point Source®)

B. Bedbugs

- 1) After thorough inspection and monitoring, verify the presence and locations of bed bug activity;
- 2) Broadcast foggers, aerosols “one shots”, ULV/ULD generators and void injectors shall not be used unless prior approval is given by the RHA;
- 3) Apply insecticides to the following areas: cracks, crevices, voids and spots, “non-contact” areas of furniture;
- 4) Liquid residual products such as but not limited to Phantom®, Demand®, Suspend®, etc.
- 5) Liquid non-residual products such as but not limited to Sterifab®, Bedlam®, etc.
- 6) Dusts, such as but not limited to Drione®, Tri-die®, Deltic®, Tempo®;
- 7) Insect growth regulators such as but not limited to Gentrol® (concentrate, aerosol and Point Source®)

C. Ants

- 1) Application of insecticide sprays and aerosols are not permitted unless prior approval is given by the RHA;
- 2) After inspection and monitoring has verified the presence of and specie of ant, limited treatments may be applied;
- 3) Application of insecticide sprays and aerosols are not permitted unless prior approval is given by the RHA;
- 4) Ant specific gel baits and granular products;

B. Rodents

- 1) After inspection and monitoring has determined the presence and location of rodents,
- 2) Exclusion with copper gauze, steel wool, hardware cloth, expanding foams, cement patches, door sweeps, etc.;
- 3) Traps inside shall be the product of choice; products such as but not limited to snap, glue and curiosity, etc.;

- 4) With prior RHA approval on a case by case basis, rodenticide “tracking powders” may be applied into void areas, such as but not limited to pipe chases, door frames, under fixed equipment (cabinets) and created by rodents. Products such as but not limited to Rozol®, Ditract®, etc. Requests to apply ZP (zinc phosphide) Tracking Powder® will receive special scrutiny prior to approval by the RHA;
- 5) Outside rodent baits may be used in “tamper-resistant bait stations”; all stations shall be noted and kept current on maps indicating their location.

III. MINIMUM QUALITY REQUIREMENT

The successful bidder must meet the following criteria at a minimum or the bid will be deemed non-responsive and rejected on that premise.

1) Businesses

- a) The Contractor shall have been in business at least three (3) years;
- b) The Contractor shall provide references from at least three (3) similar work situations;
- c) The contractor shall furnish all supervision, labor, materials and equipment necessary to accomplish the monitoring, trapping, pesticide application, and pest removal components;
- d) The contractor shall observe all safety precautions throughout the performance of this contract. All work shall be in strict accordance with all applicable Federal, state and local safety and health requirements. Where there is a conflict among parties, the RHA will appoint an independent, knowledgeable party to mediate the dispute.
- e) Applicable regulations, the most stringent will apply.
- f) The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel and residents during the execution of work,

1. Personnel

- a) All pesticide applicators must have at least one (1) year of experience and be licensed by the Commonwealth of Massachusetts and at least one shall be a Certified pesticide applicator (Massachusetts category #41 “General”);
- b) the Contractor shall ensure that employee licenses and certifications are current and appropriately renewed each year;
- c) The Contractor shall be responsible to supervise all work performed;

- d) The Contractor shall provide to the RHA and maintain as current a list of these individuals along with copies of their state license or certification,
- e) The Contractor shall have at least three (3) licensed/certified employees;
- f) All Contractor employees shall wear uniformed (similar) work clothes and carry photographic identification,

IV. SUPPLEMENTAL CONDITIONS

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i), as amended and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

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

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

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

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) 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 PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

V. SUBMISSION FORMS

Submission of Forms

Proposer **must submit 4 executed originals of Attachments A-C with your bid** or your bid will be deemed non responsive and rejected.

- 1) Bid Form & Option to Renew Form – Attachment A
- 2) Non-Collusive Affidavit – Attachment B
- 3) REAP Certificate – Attachment C
- 4) List of References (Provided by bidder)
- 5) Licenses or Certifications (Provided by bidder)

FORM FOR BID

PEST CONTROL SERVICES ONE YEAR

TO THE AWARDING AUTHORITY

A. The undersigned proposes to furnish all labor and materials required to provide Pest Control Services for all public housing developments and administrative offices owned and operated by the Revere Housing Authority in Revere, Massachusetts in accordance with the Contract Documents including any addendums prepared issued the contract price specified below, subject to additions and deductions according to the terms of the contract documents.

B. ADDENDUM: _____

Hourly rate for pest control services (hourly rate): \$ _____

Emergency rate (hourly rate): \$ _____
(holidays, weekends, evenings)

The total cost to the RHA will be calculated using the estimated number of hours per week (40) based on 52 weeks of work.

THE SUM OF THE PROPOSED CONTRACT PRICE:

_____ Dollars (\$ _____).
Written in Words

B. The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Bidder Name (Person, Firm, Corp.)

Signature of Authorized Representative

Address

Name of Authorized Representative

City, State, Zip Code

Title of Authorized Representative

Email Address

Phone Number

OPTION TO RENEW
TWO YEARS AT ONE YEAR INTERVALS

The total cost to the RHA will be calculated using the estimated number of hours per week (40) based on 52 weeks of work.

YEAR ONE	HOURLY RATE	EMERGENCY RATE	TOTAL CONTRACT PRICE
2017-2018			
YEAR TWO			
2018-2019			

Date: _____

Firm: _____

By: _____

NON-COLLUSIVE AFFIDAVIT

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

(Signature of individual submitting bid or proposal)

(Name of business)

REAP CERTIFICATE
STATEMENT OF TAX COMPLIANCE

Pursuant to MGL 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.

Signed under the pains and penalties of perjury.

(Name of person signing bid)

(Company)

(Date)

LIST AND DESCRIPTION OF PROPERTY LOCATIONS

Total of 15 Buildings – 900 Units and 2 Administrative Offices 70 Cooledge Street

- **Federal MA 14-1 – 28 Buildings, 100 Units.**
905-927 Broadway
1-77 Hutchinson Street
148-172 Pomona Street
10-96 Rose Street

- **Federal MA 14-2 – 11 Buildings, 49 Units**
257-315 Cooledge Street
250-272 Cushman Avenue

- **Federal MA 14-3 – 2 Buildings, 45 Units**
2 Harris Street

- **State - 200-1 – 79 Buildings, 286 Units**
86-140 Adams Street
4-216 Constitution Avenue
25-256 Cooledge Street
4-29 Raymond Road

- **State 667-1, 667-2, 667-3, 667-4, 667-6 – 21 Buildings, 351 Units**
1-15 Adams Court
204-234 Cushman Avenue
45 Dolphin Avenue
102-134 Eliot Road
186-194 Garfield Avenue
169-187A Proctor Avenue
50 Walnut Street

- **State - 200-1 – 79 Buildings, 286 Units**
86-140 Adams Street
4-216 Constitution Avenue
25-256 Cooledge Street
4-29 Raymond Road

- **State Scattered Sites 705-1 & 705-2 – 15 Buildings – 69 Units**
39 Highland Avenue
168-170 Hichborn & 174-176 Hichborn Street
47 Nahant & 51-57 Nahant Avenue
1513 North Shore Road
65 Thornton Street
1-3 Dana Street
50-52 Pleasant Street
110-112 Shirley Avenue
20-22 Thornton Street
45 Walnut Avenue, 84-86 Walnut Avenue and 128-130 Walnut Avenue

CONTRACT FOR PEST CONTROL SERVICES

This Agreement, made this ____ day of _____, 2016, by and between the Revere Housing Authority (RHA), hereinafter called the "Owner", and _____ hereinafter called the "Contractor".

Witnesseth, that the Owner and the Contractor, for the consideration hereinunder named, agree as follows:

Article 1. Scope of Work. The Contractor shall perform all the Work required by the Invitation to Bid (IFB) prepared by the Revere Housing Authority (RHA) to perform weekly pest control services in two RHA Administrative Offices and (2) cleaning of vacant housing units on an as needed basis as defined and described in the IFB dated July 25, 2016.

Article 2. Term of Contract. The Contractor shall commence work under this Contract on September , 2016 and shall complete the work with a deliverable report on September , 2018.

Article 3. Suspension and Termination. The awarding authority may terminate this Contract for cause or without cause by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of termination in the Notice.

Article 4. Contract Sum. The Owner shall pay in current funds the Contractor for the performance of the Work the Contract Sum of _____ as follows:

Article 5. Conflict of Interest. The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority.

Article 6. Equal Opportunity. The Contractor shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Contractor to use best efforts to employ qualified tenants of the awarding authority for any positions which are open at the time the contract is awarded or which become open during the term of the contract.

Article 7. The Contract Documents. The following, together with this Agreement form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein: Quote solicitation, contractor's quote submission, and, any amendments or addenda issued prior to award and any modification agreed to after the award. No contract amendments shall be made except in writing upon the express agreement of the parties.

Article 8. REAP Certification. Pursuant to M.G.L. c.62(c), §49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Article 9. Certification of Non-Collusion. The undersigned certifies under penalties of perjury that their price quote has been made in and submitted in good faith and without collusion or fraud with any other person. The undersigned further certifies that it is not debarred from doing public work in the Commonwealth or by federal government under any applicable debarment provisions. As used in this certification the word "person" shall mean natural person, joint venture, partnership, corporation, or other business or legal entity.

Article 10. Worker Documentation Certification. In accordance with Executive Order 481 the undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that the it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Article 11. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Article 12. HUD Contract Clauses. HUD 7460 8c 05 Table 5-1 Required Contract Clauses for Small Purchases is applicable to this contract and is attached hereto.

In Witness Whereof, the Parties Hereto Cause This Instrument to be Executed Under Seal.

CONTRACTOR

AWARDING AUTHORITY

(Name of Contractor)

(Name of Awarding Authority)

By: _____
(Signature & Seal)

By: _____
(Signature and Seal)

(Title)

(Title)

Attest: _____

Attest: _____