



PROJECT MANUAL

HQS INSPECTION SERVICES FOR THE SALEM HOUSING AUTHORITY

**Section 8 Department & Procurement /Modernization
136 Canal Street, Suite 2
Salem, MA 01970**

**Specifications Prepared by
Salem Housing Authority
Date: August 22, 2023**

TABLE OF CONTENTS

Number of Pages

PROCUREMENT DOCUMENTS

Title Sheet for Project Manual	1
Table of Contents	1
Advertisement	1
General Provisions	1
Form for General Bid	2
Option to Renew Form	1
Reference Form	1
Selection Criteria Form	1
HUD-5369-C Certifications and Representations of Offerors Non-Construction Contract	2

CONTRACTING FORMS

Form HUD-5369-B Instructions to Offerors Non-Construction.....	2
Form HUD-5370-C General Conditions for Non-Construction Contracts	6
Table 5.1 Mandatory Contract Clauses for Small Purchases Other than Construction.....	1
Sample Contract Form	
Sample Form of Certificate of Vote of Authorization	1

SPECIFICATIONS

Statement of Work	9
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OTHER SAMPLE FORMS AND MATERIALS

SHA Inspection Form	7
Inspection Checklist: Section 8 Voucher Program.....	2
Section 8 HCV Leased Units by Community Form.....	1
Rent Comparable Survey for Reasonableness Form.....	2

ADVERTISEMENT

The Salem Housing Authority, the Awarding Authority, invites sealed bids from cleaning contractors for **HQS Inspection Services** for the Salem Housing Authority in Salem, Massachusetts, in accordance with the documents prepared by the Salem Housing Authority.

The Project consists of HQS housing inspection services for the Section 8 Housing Programs as described in the procurement package.

The work is estimated to cost \$80,000.00 for the initial one-year contract period. There is one option to renew for one additional year at the sole discretion of the Awarding Authority.

Bids are subject to M.G.L. c.30B section 5 and to minimum wage rates as required by MGL c.149 §§26 to 27H inclusive.

Bids will be received until **10:00 a.m. on September 7, 2023** and will be publicly opened forthwith.

Sealed bids may be hand-delivered or mailed to the Salem Housing Authority's Section 8 Department located at 136 Canal Street, Suite 2 in Salem, MA 01970 and received no later than the date and time specified above. Bids must be clearly marked "HQS Inspection Services Bid" on the outside of the envelope.

Bid forms and contract documents are available from the Salem Housing Authority at www.salemha.org under Bid Opportunities as of August 24, 2023.

A pre-bid conference will be held on August 31, 2023 at 10:00 a.m. Interested bidders are strongly urged to attend by meeting at the Section 8 Department located at 136 Canal Street, Suite 2 in Salem, MA 01970.

Ad to run: Salem News Commbuys, SHA website: 8-24-23

GENERAL PROVISIONS

1.0 SALES TAX EXEMPTION AND OTHER TAXES

1.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966. The Contractor is responsible for paying all other taxes and tariffs of any sort, related to the work.

1.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the work.

2.1 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.0 INSURANCE REQUIREMENTS

3.1 The Contractor shall calculate as part of its bid price and provide the following insurance coverage. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this contract. The Owner shall be named as additional insured on the Contractor's Liability Policies

3.2 WORKER'S COMPENSATION Not Required if ALL work is done by a Self-employed Contractor with No Employees.

Worker's Compensation: Coverage A Per G.L. c149 §34 and c152, as amended.

Employer's liability: Coverage B up to \$500,000 each accident

3.3 CONTRACTOR'S COMMERCIAL GENERAL LIABILITY

Bodily Injury &	\$1,000,000. each occurrence
Property Damage	\$1,000,000. general aggregate

3.4 VEHICLE LIABILITY

Bodily Injury &	\$ 200,000 each person
Property Damage	\$ 500,000 each accident
	\$1,000,000 Combined Single Limit

4.0 EXECUTIVE ORDERS

The Contractor shall comply with the provisions of M.G.L. c.151B; Executive Order 478, Order regarding non-discrimination, diversity, equal Opportunity, Executive Order 481, prohibiting the use of undocumented workers on state contracts and all regulations promulgated pursuant thereto. The aforementioned law, executive orders, and regulations are incorporated herein by reference and made a part of this Contract.

5.0 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.

FORM FOR GENERAL BID

TO THE AWARDING AUTHORITY

- A. The undersigned proposes to furnish all labor and materials required for **HQS Inspection Services** for the Salem Housing Authority for an initial contract period of one year in accordance with the Contract Documents prepared by the Salem Housing Authority for the contract price specified below, subject to additions and deductions according to the terms of the specifications.
- B. This bid includes addenda number(s) _____.
- C. The proposed contract price is:

Low Bidder will be based on the Sum of the Total Prices for the Initial Period of 1 year.

Type of Inspection	Price Per Inspection
1. Initial or Annual Inspections including Rent Reasonableness Survey	
2. Special Inspections or Re-inspections	
3. Tenant or Landlord "No Show" Appointments	
TOTAL lines 1 + 2 + 3 ↓	
TOTAL (lines 1-3)	\$

- D. The proposed contract price is:

_____ **dollars \$** _____
(Bid Amount in WORDS) (Bid Amount in NUMBERS)

- E. The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all the other elements of labor employed or to be employed on the Work and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.
- F. The undersigned further certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.
- G. The undersigned further 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. The undersigned further certifies under the penalty of perjury that the undersigned is not debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any other rule or regulation promulgated thereunder. As used in this certification the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.

Name of General Bidder

Signature ✍

BY: _____
Signature & Title of person signing bid

Date: _____

Business Address

Telephone Number

PROPOSED OPTION TO RENEW FORM
HQS INSPECTION SERVICES

The information listed below is for informational purposes only.
It is not a factor in determining the low bidder.

2024 to 2025

Type of Inspection		Price Per Inspection
1.	Initial or Annual Inspections including Rent Reasonableness Survey	
2.	Special Inspections or Re-inspections	
3.	Tenant or Landlord "No Show" Appointments	
		TOTAL lines 1 + 2 + 3 ↓
TOTAL (lines 1-3)		\$

Signature 

Date: _____

Name of General Bidder

BY: _____
Signature & Title of person signing bid

Business Address

Telephone Number

Reference Form

Please list five (5) references below. Use this form. Must be completed in full.

Bidder/Contractor Information:

Contact Name: _____ Contact Telephone #: _____

Company Name: _____

Company Address: _____

Reference Information:

1. Contact Name: _____ Contact Title: _____

Company Name: _____ Contact Tel. #: _____

Company Address: _____

Contract dates: _____

Description of work: _____

2. Contact Name: _____ Contact Title: _____

Company Name: _____ Contact Tel. #: _____

Company Address: _____

Contract dates: _____

Description of work: _____

3. Contact Name: _____ Contact Title: _____

Company Name: _____ Contact Tel. #: _____

Company Address: _____

Contract dates: _____

Description of work: _____

4. Contact Name: _____ Contact Title: _____

Company Name: _____ Contact Tel. #: _____

Company Address: _____

Contract dates: _____

Description of work: _____

5. Contact Name: _____ Contact Title: _____

Company Name: _____ Contact Tel. #: _____

Company Address: _____

Contract dates: _____

Description of work: _____

Selection Criteria Form
For Common Area Cleaning Services Bid

Bidder/Contractor Information:

Bidding Company Name: _____

Bidder Name: _____

Bidder Signature: _____

Circle one

Current company has been in business for a minimum of 2 years Yes No

Current company has at least 2 contracts of similar size and scope
(ie: public housing authorities, apartment complexes, condominium
developments, etc.) Yes No

Current company has a minimum of 2 full time employees Yes No

Employees wear uniforms or other identifying clothing with
the company name and/or identification badges Yes No

Have you ever been debarred by any local, state, or federal
governmental unit/body? Yes No

Company performs criminal offender background checks on employees Yes No

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) 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

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

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

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(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.

CONTRACT FOR HQS INSPECTION SERVICES

This Agreement, made this ____ day of _____, 20____, by and between the _____ Housing Authority, hereinafter called the "Owner", and _____ hereinafter called the "Contractor".

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

Article 1. Scope of Work. The Contractor shall perform all the Work required by the Contract Documents prepared by the _____ Housing Authority for _____ at _____.

Article 2. Term of Contract. The Contractor shall commence work under this Contract on _____ and contract shall automatically terminate ____ year(s) from its effective date.

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 to the Contractor for the performance of the Work the Contract Sum of _____ dollar(s) (\$_____). Payments will be made in accordance with the terms set forth in the Contract Documents.

Article 5. Insurance Requirements. The Contractor shall provide insurance coverage general liability, vehicle liability and workers' compensation in amounts required in the Contract Documents or by statute.

Article 6. 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 7. 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 8. The Contract Documents. The following, together with this Agreement form the Contract and all are as fully incorporated into the Contract as if attached to this Agreement or repeated herein: Invitation to Bid, the Bidding Documents, the Conditions of the Contract, the Contractor's Bid 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, approved by DHCD and in accordance with the provisions of M.G.L. c.30B.

Article 9. 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 10. Certification of Non-Collusion. The undersigned further certifies under penalties of perjury that their bid/proposal has been made in 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.

Article 11. 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 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 12. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Article 13. Validation. This Contract will not be valid until signed by both parties.

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)

(Signature and Seal)

(Title)

(Title)

Attest:

Attest:

*If a corporation, attach a
Notarized copy of the corporate seal
authorizing signatory to sign contract.

CERTIFICATE OF CORPORATE VOTE OF AUTHORIZATION

Date: _____ 20__

I hereby certify that a meeting of the Board of Directors of the:

NAME OF CORPORATION

duly called and held at _____ on the ____ day of _____ 20__

at which a quorum was present and acting, it was voted that _____

NAME OF CORPORATE OFFICER

of the _____, be and hereby is authorized to execute and deliver

NAME OF CORPORATION

for and on behalf of the Corporation, a Contract with _____ Housing Authority, for

work to be done at State-Aided Housing Development No. _____ in the City/Town of _____

And to act as principal to execute bonds in connection therewith, which Contract and Bonds were presented to and made part of the records of said meeting.

I further certify that _____ is duly qualified and acting

NAME OF CORPORATE OFFICER

_____ of the Corporation and that said vote has not been repealed,

Title

rescinded or amended.

A true copy of the record,

ATTEST: _____

(CORPORATE SEAL)

On this ____ day of _____ 20__, before me, the undersigned Notary Public, personally appeared _____, duly designated by the board of directors and proved to me, through satisfactory evidence of identification, which was _____, that s/he is the person whose name is signed on the foregoing documents, and acknowledged to me that s/he signed it voluntarily for its stated purpose and that it was her/his free act and deed.

Notary Public

My Commission Expires: _____

DHCD 11/07/2016

CERTIFICATE of CORPORATE VOTE of AUTHORIZATION
1 of 1

00.53.00

STATEMENT OF WORK

PRE-BID CONFERENCE

A pre-bid conference will be held on **August 31, 2023 at 10:30 a.m.** All interested bidders are strongly urged to attend by meeting at the SHA's Section 8 Department office located at **136 Canal Street, Suite 2 in Street in Salem, MA.** Interested bidders are encouraged to attend. The purpose of the conference is to review the IFB and answer questions.

All questions must be put in writing and sent by email to dtucker@salemha.org no later than 9:00 a.m. on September 5, 2023. The intent of this requirement is to assure that all respondents are in receipt of the same information and to allow the SHA sufficient time to post questions and answers to this IFB. The SHA reserves the right to use its discretion in issuing Addenda for questions and answers. Any addenda issued will be posted to the SHA's website www.salemha.org under Bid Opportunities no later than 48 hours before the date and time that bids are due.

SELECTION CRITERIA

The contract will be awarded to the responsive and responsible bidder offering the lowest price. Additionally, the successful bidder must comply with the provisions of the bid documents and receipt of a positive check of references.

The following forms must be completed and submitted with your bid. All forms can be found in this bid package. Blank forms for your uses are attached:

- **Form for General Bid**
- **Option to Renew Form**
- **Reference Form**
- **Selection Criteria Form**
- **HUD 5369C Form for General Conditions for Non-Construction Contracts**

CONDUCT OF THE WORK

All units will be occupied during the work. The Contractor shall take all necessary precautions to ensure public safety and convenience of the residents and their guests during work.

CORI CHECK

Upon award of the contract the awarded contractor will submit a list of names of all employees who will work on Salem Housing Authority property.

The contractor will perform a Criminal Offender Record Information (CORI) check on those employees who will work on Salem Housing Authority property and provide a statement to the

SHA verifying the fact that you did perform the CORI check on them. Individual employee CORI reports should NOT be submitted to the Salem Housing Authority

The Salem Housing Authority (SHA) is seeking the services of a qualified inspection firm or qualified inspector, certified or expected to get certified within one year in Section 8 Housing Choice Voucher Inspections, to conduct inspections of the Salem Housing Authority's Section 8 Housing Choice Voucher Program (HCV) units to ensure that they meet Housing Quality Standards (HQS) as defined by the Department of Housing and Urban Development. The inspections will be scheduled by the selected firm and the inspection data results will be returned in a clear, concise format acceptable to the SHA. The inspection data will be submitted at the completion of each day's inspection. Projected Term of the Contract is one (1) year with the option to extend the contract term for one 1-year extension at the sole discretion of the SHA.

The SHA provides subsidized housing assistance to low-income families. The SHA currently administers approximately 1,350 Section 8 Housing Choice Vouchers (HCV). It is estimated that there will be approximately 1,600 inspections required.

Non-Exclusive: This is not an exclusive contract and there is no guarantee as to the amount of work to be assigned for the year.

Funding: This contract is contingent upon funding availability by the U.S. Housing and Urban Development (HUD). In the event that funds are not available at any time during the contract term, the SHA reserves the right to cancel the agreement. In such event, the Contractor will be paid for satisfactory services provided to date of cancellation.

Scope of Services

A. GENERAL REQUIREMENTS

The successful bidder will be responsible for conducting property inspections and rent reasonableness surveys in accordance with HUD HQS inspection criteria, and this IFB. The SHA administers Section 8 Housing Choice Vouchers throughout Essex County and some in the greater Boston Metropolitan Area. A list of current voucher numbers by community is attached.

Minimum Qualifications: The successful contractor must have at least two (2) years prior experience in successfully conducting HQS Inspections in accordance with HUD regulations for organizations similar to the SHA as evidenced by at least five (5) positive references and staff trained in HUD HQS Standards and State Sanitary Code. Similar organizations may include public housing authorities and other affordable housing providers of a similar size. See the Selection Criteria form attached.

Contractor must have experience in this type of work, experience with governmental agencies, experience with similar or related activities, administrative capabilities to perform the work, familiarity with federal, state, and local codes, use of identification badges and uniforms, business existence, similar contracts, number of full-time employees, licenses, certifications, and/or training experience.

Contractor must carry commercial general liability insurance, workers' compensation, automobile insurance (See insurance section), and possess a valid driver's license. Use of contractor's own vehicles is required.

Compliance: Unit inspections include sites, common areas, building exteriors and building systems. Units should be inspected in accordance with criteria found in 24 CFR 982.401, 24 CFR Part 35, Subparts A, B, M and R and all supporting HUD regulations, and the SHA's Administrative Plan.

Rent Reasonableness Survey: A rent reasonableness survey form must be completed for each initial and/or annual inspection.

Scheduling: The SHA will work closely with the Contractor to develop a scheduling plan that will provide for a smooth flow in the inspection process. The SHA will provide a schedule of required inspections to the Contractor, along with relevant client and landlord information. The coordination of all inspections is critical to the success of the inspection, correction, and re-inspection processes. The Contractor shall be responsible for the costs (telephone costs, mailing supplies, postage, etc.) related to scheduling, performing, and reporting inspections and associated notifications.

Time: The entire inspection process must be completed in a timely manner and in compliance with mandated regulations. The contractor is responsible for tenant and landlord notifications. The inspection report must be submitted immediately. The unit must pass within 30 days of the inspection, except in the case of emergency items which must be corrected within 24 hours.

Notifications: The Contractor will be responsible for notifying all tenants and landlords via USPS first class mail or by email when available of all annual/special inspections. The Contractor will be responsible for notifications to the SHA, landlords, and tenants. The Contractor will be responsible for notifying the SHA, landlords, and tenant of any HQS violations and of the re-inspection date for all annuals/specials. If the contractor decides to provide an inspection time window, rather than a specific appointment time, such window should not exceed three (3) hours. Initial inspections may be scheduled by phone. All other inspections must be scheduled by USPS first class mail, although email or telephone may be utilized for secondary notifications and reminders, if such contact information is available.

Reporting: The Contractor will inspect only units as requested by the SHA and will render a report for each unit inspected as to the conditions and/or defects noted, the individual responsible for the noted conditions and/or defects (i.e., tenant or owner). Notification must be made to the SHA, the landlord, and the tenant. All inspections and reports must be made in compliance with the applicable statute or code.

Inspection Rating: All inspections and reports must be made in compliance with the applicable statute or code. Each item on the inspection checklist must receive a rating of pass, fail, or inconclusive. The inspector shall make clear notes about the nature of all fail and inconclusive items. For the unit to receive a pass rating, no fail or inconclusive items can be noted on the inspection checklist.

Inspection Forms: The Contractor will be required to use SHA-provided inspection forms and form letters.

Data Management: The SHA utilizes PHA-Web software. The Contractor is responsible for entering inspection information into the SHA's PHA web computer system. The SHA will provide access and training on this software system. The Contractor must utilize this software module for inspections. The contractor will be required to provide their own computer hardware including any peripheral devices (laptops, tablets, smartphones, printers etc.) and will be required to register all users with the SHA and notify the SHA within one business day of any user changes.

TYPES OF INSPECTIONS:

Initial Inspection: First inspection made of a unit coming into the program. This inspection must be conducted within seven (7) business days of a request from the SHA. A Rent Reasonableness Survey Form must be completed during an initial inspection.

Annual Inspection: Conducted every year, within the timeframe dictated by Federal Regulations and the SEMAP requirements 985.3(m). Such requirements currently require an annual inspection within 364 days of the prior year inspection. The SHA will ensure that the Contractor is provided with a list of units to be inspected approximately 90 days prior to the inspection anniversary date. A Rent Reasonableness Survey Form must be completed during each annual inspection.

Complaint/Special Inspection: This inspection is generally triggered by a complaint from the owner or tenant and should be conducted within 24-48 hours of a request by the SHA depending upon the urgency of the conditions.

Emergency Re-inspection: These re-inspections must be conducted within 24 hours of the receipt of owner's certification that all failed items have been corrected.

Re-inspection: With the exception of emergencies, these inspections will be conducted within 30 calendar days of receipt of owner's certification that all failed items have been corrected.

CONTRACTOR RESPONSIBILITIES

Contractor will be responsible for:

Scheduling appointments with landlords and/or tenants within the time required by SHA, including rescheduling if necessary; inspecting sites, units, common areas, building exteriors, and building systems to ascertain compliance with HUD's HQS, including HUD's Lead Based Paint Rules, and providing timely notice to both the landlord and the tenant of the scheduled inspection date.

Notification by the contractor to the tenants, landlords by mail & and the SHA by email. The SHA will provide a list of units for inspection to the contractor.

Documenting each inspection by the completion of an inspection report as approved by the SHA and noting thereon when appropriate, information relating to the apartment, deficiencies, failures, and tenant-caused damage or deficiency.

Completing an SHA-provided "Rent Reasonableness" survey form to report on unit amenities, size, etc. observed during the initial and annual inspections.

Notifying appropriate SHA staff, unit owners and tenants of inspection results in writing no later than the business day following any inspection as to deficiencies and repairs.

Re-inspecting units within 30 calendar days of notice that deficiencies have been corrected.

Life Threatening Emergencies: If the Contractor determines that the dwelling unit has failed the inspection due to a "life threatening emergency" the Contractor must immediately report the existence of the emergency to the landlord, tenant, and designated SHA staff.

Recording date landlord confirms with Contractor that emergency violations have been corrected.

Re-inspecting Emergency violations within 24 hours.

Discussing inspection reports with owners, tenants, and the SHA's Director of Leased Housing and/or designee.

Submitting copies of all correspondence with landlords and/or tenants to the SHA.

All costs associated with performing these services including, but not limited to, labor, materials, supplies, transportation, administration, postage, and equipment is supplied by the Contractor.

Maintaining confidentiality of records regarding program.

The Contractor is responsible for making appointments with the tenant and/or landlord for inspections. The Contractor will not be entitled to payment for a unit except when a unit has been inspected and an inspection report has been issued. The Contractor will make up to two attempts to inspect a unit, without cost to the SHA.

Only directed re- inspections and properly inspected units as determined by the SHA will result in payment in accordance with the contract. The SHA will not pay for any inspection not performed.

REPORTS:

The Contractor will complete the required inspection forms for all inspections. There may be additional special reports required which are related to this contract, if deemed necessary by the SHA.

Weekly: On a weekly basis, the Contractor shall submit to the SHA all completed inspection reports and all correspondence with landlord and/or tenant. The Contractor's transmittal letter shall be numbered in sequence, accounting for cumulative units previously submitted, number of units submitted in this report, and a list of inspections scheduled for the week ahead.

Monthly: The Contractor will invoice the SHA on a monthly basis for services performed. Invoices must be dated and contain details of the charges including date of inspection, unit address, tenant name, and type of inspection performed.

"No Shows": After a 2nd documented attempt to inspect and the tenant or landlord is a "no show" by the Contractor must identify units which have not been inspected and forward copies of the 2 notifications and related data to the SHA. The SHA will not pay for any inspections not performed and/or completed but will allow for a "no show" fee in the event that a tenant or landlord is not present, or the Contractor is otherwise denied entry on the scheduled date of inspection.

PERFORMANCE STANDARDS & MEASUREMENTS

Contractor employees assigned to perform the work must have complete knowledge of local building codes, State Sanitary Code, and HUD HQS. Personnel must be courteous, professional, and bondable.

Contractor employees must wear name badges with photos, identifying them by name and firm. Inspectors and any persons entering residents' apartments and/or cellars must not have been convicted of any crimes against persons or property and/or other criminal acts that would adversely affect the health, safety, or welfare of residents.

Contractors shall be responsible for the actions of its inspectors and other personnel performing services on this contract and shall indemnify the SHA in the event any claims should arise from the acts or omissions of such inspectors or personnel.

REJECTION

The SHA reserves the right to reject any and all submittals and/or to waive any informality in the solicitation process or parts thereof and to re-solicit. The SHA reserves the right to reject any bid if it is in the best interest to do so.

CONTRACT COMPLIANCE STATEMENT

The Bidder shall state his/her compliance with all applicable rules and regulations of Federal, State and Local governing entities and that they are not excluded from Federal procurement programs. Bidder must state their compliance with terms of this Invitation for Bids.

The Bidder must demonstrate that their bid meets all applicable rules, regulations, permitting, registration, and licensing requirements, whether Local, State or Federal. It is the responsibility of the potential Contractor to determine the applicability of any rule, regulation, or other requirement.

SELECTION

The contract will be awarded to the lowest responsive and responsible bidder upon approval by the SHA's Board of Directors. The successful bidder must:

1. Have adequate financial resources to perform the contract, or the ability to obtain them;
2. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
3. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
4. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's/offeree's existing commercial and governmental business commitments;
5. Have a satisfactory performance record;
6. Have a satisfactory record of integrity and business ethics; and
7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed LDP.

GENERAL TERMS AND CONDITIONS

1. **CONTRACT AGREEMENT:** This Invitation for Bids package, the Contractor's bid, and the contract to be executed as a result of award will constitute the entire agreement between the successful Bidder and the SHA unless mutually amended in writing. In the case of conflict between terms of any contract and this IFB, the contract terms shall prevail. The Contract Agreement attached hereto will be executed between the Bidder and the SHA.
2. **SIGNED BID CONSIDERED AN OFFER:** Receipt of a signed bid shall be considered a binding offer by the Respondent which shall remain firm for a period of 90 days from the date of bid opening. In the event of withdrawal after bid opening, the SHA may take such action as it deems appropriate including legal action for damages or specific performance.
3. **PAYMENT TERMS:** The SHA is responsible for all payments to Respondent under the Contract. Payments shall be made monthly upon performance of contract work and upon the submission of a dated detailed invoice by the contractor with the name and address of the tenant and date of service.
4. **CHANGES:** The SHA shall have the right, at any time, to increase or decrease the scope of work contained in this IFB to meet increased or decreased needs.
5. **AVAILABILITY OF FUNDS:** Any and all payments to the Respondent shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this proposal.
6. **NON-DISCRIMINATION:** The Respondent shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State and SHA requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon race, color, sex, sexual orientation, gender identity or expression, religion, disability, age, veteran status, economic status, ancestry, or national or ethnic origin.
7. **GOVERNING LAWS:** The contract is made under and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. discussions authorized by the issuing agency are exempt from this provision.
8. **COLLUSIVE BIDDING:** The Respondent's signature on the bid is a guarantee that the prices quoted have been arrived at without collusion with other eligible Respondents and without effort to preclude the SHA from obtaining the lowest possible competitive price.
9. **GENERAL INDEMNITY:** The Respondent shall save and hold harmless, pay on

behalf of, protect, defend, and indemnify the SHA for the entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the SHA or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this IFB, by the Respondent or their employees, including losses, expenses or damages sustained by the SHA officials from any and all such losses, expenses, damages, demands and claims. The Respondent further agrees to defend any suit or action brought against the SHA, (as outlined above) based on any such alleged injury or damage and to pay all damages, cost, and expenses in connection therewith or resulting there from. The obligations of the Respondent pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Respondent.

10. **CONFLICT OF INTEREST:** All Respondents must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of the SHA. All Respondents must also disclose in writing with their bid the name of any employee of the SHA who owns, directly or indirectly, an interest in the Respondent's firm or any of its branches or subsidiaries. By submitting a bid, the Respondent certifies that there is no relationship between the Respondent and any person or entity which is or gives the appearance of a conflict of interest related to this bid.
11. **ERRORS AND OMISSIONS:** The Respondent shall not take advantage of any errors or omissions in this IFB. The Respondent shall promptly notify the SHA of any omissions or errors found in this document.
12. **INDEPENDENT INVESTIGATIONS:** The SHA reserves the right to make independent investigations as to the qualifications of the Respondent. Such investigations may include contacting existing customers. The SHA reserves the unqualified right to accept or reject any and all bids, and to waive any irregularities or deficiencies as may be permitted by law when it is deemed that such action will be in the best interest of the SHA.
13. **NOTIFICATION OF AWARD:** The SHA will notify the successful Respondent in writing, by a Letter of Award.
14. **TERMINATION FOR CAUSE:** The SHA reserves the right to terminate the Contract at any time for cause. The violation of any provision or condition contained in the Contract, or the refusal, failure, or inability to carry out any provisions of the Contract shall constitute sufficient grounds to terminate the Contract for cause. Should the SHA elect to terminate the Contract for cause, the SHA will notify the Respondent 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the SHA.

15. **TERMINATION WITHOUT CAUSE:** The SHA may terminate the Contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.
16. **DRUG POLICY:** The Respondent certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. The Respondent further agrees their employees shall comply with the SHA Drug-Free Workplace Policy.
17. **AUTHORIZED PERSONNEL:** While engaged in the performance of the services described herein, only authorized employees of the Respondent are allowed at the SHA locations where the work is being performed. During the performance of these services, the Respondent employees are not to be accompanied in the work area by acquaintances, family members, associates, or any other person(s) who are not a current, authorized employee(s) of the Respondent.
18. **EMPLOYEE GUIDELINES:** The Respondent shall use only qualified personnel to provide the required services. The Respondent shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.
19. **INSURANCE COVERAGE:** During the term of the Contract, the Respondent at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as specified in the IFB. The Contractor shall furnish insurance coverage issued by an insurance company licensed to conduct business in the Commonwealth of Massachusetts. Insurance coverage shall remain in full force for the duration of this Contract including any and all extensions or renewals thereof. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

The Salem Housing Authority is named as an Additional Insured. The Salem Housing Authority must be named on the Accord Insurance certificate.

Contractor and its provider must provide the SHA not less than thirty (30) days' notice before cancellation or decrease in coverage of any insurance policy required hereby. All insurance policies required hereby must provide occurrence-based coverage. See attached General Provisions for the required types and limits of insurance coverage.

It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the Contractor by virtue of its promise to hold the SHA harmless, so that all claims resulting in a settlement or judgment or other claim-related payment in excess of the coverage amounts required by this Part VII, if any, are the sole responsibility of the Contractor to pay, or indemnify the SHA for paying, or both.

Cancellation or other termination of insurance policies required by this Contract without immediate replacement thereof will be considered an Event of Default. The Contractor agrees that the SHA may, at the SHA's option, cure such a default by procurement of insurance on behalf of the Contractor, at the Contractor's expense.

Salem Housing Authority Inspection Form

General Information

Head of Household Aisha Rodriguez	Tenant ID / SSN XXX-XX-3728	Annual Inspection Date 2/28/2023
Inspector Sean Monahan	Actual Date and Time of Inspection 2/28/2023 11:09 AM	Date of Last Inspection 4/14/2022
Program Section 8 Voucher	Project Voucher ACC #001	Building (Public units only) N/A
Inspection Status <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Incomplete <input type="checkbox"/> Inconclusive	Is a reinspection required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of Days Until Reinspection N/A
Type Of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Interim <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Move Out <input type="checkbox"/> Complaint <input type="checkbox"/> Change Unit <input type="checkbox"/> Quality Control <input type="checkbox"/> Compliance	Scheduled Date and Time of Inspection 2/28/2023 12:00 AM	PHA Salem Housing Authority
Tenant Phone Number (781) 312-5475	Tenant Secondary Phone Number	Number of Children Under 6 0
Type of Inspection is a Reinspection? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Inspected Unit

Full Address (Including Street, City, County, State, Zip) 233 Chestnut St Unit: #1L Lynn, MA 01902	Housing Type Section 8 Housing Types <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Semi Detached <input type="checkbox"/> Row House or Town House <input checked="" type="checkbox"/> Low Rise/Multiplex <input type="checkbox"/> High Rise with elevator <input type="checkbox"/> Manufactured Home Public Housing Types <input type="checkbox"/> Family <input type="checkbox"/> Elderly <input type="checkbox"/> Non-Dwelling <input type="checkbox"/> Merged
Number of Bedrooms: 3 Number of Sleeping Rooms: 0 Year Constructed:	
Owner	
Name of Owner or Agent Authorized to Lease Unit Inspected Ramiro Villada	Phone Number (617) 840-3849
Address of Owner or Agent 73 Lawton Ave Unit: #2 Lynn, MA 01902	

Rooms/Inspection Items, Questions, and Failures

1 Living Room	Floor	Location		Comment	
	1				
	Pass	Fail	In-Conc.	Comment	Approval Date
1.01 Living Room Present	X				2/28/2023
1.02 Electricity	X				2/28/2023
1.03 Electrical Hazards	X				2/28/2023
1.04 Security	X				2/28/2023

1 Living Room	Floor	Location		Comment	
	1				
	Pass	Fail	In-Conc.	Comment	Approval Date
1.05 Window Condition	X				2/28/2023
1.06 Ceiling Condition	X				2/28/2023
1.07 Wall Condition	X				2/28/2023
1.08 Floor Condition	X				2/28/2023
1.09 Lead-Based Paint	X				2/28/2023
1.09A Paint surfaces free of deteriorated paint	X				2/28/2023
1.09B Deteriorated surfaces exceed two sq. ft. or 10% of a component	X				2/28/2023
2 Kitchen	Floor	Location		Comment	
	1				
	Pass	Fail	In-Conc.	Comment	Approval Date
2.01 Kitchen Area Present	X				2/28/2023
2.02 Electricity	X				2/28/2023
2.03 Electrical Hazards	X				2/28/2023
2.04 Security	X				2/28/2023
2.05 Window Condition	X				2/28/2023
2.06 Ceiling Condition	X				2/28/2023
2.07 Wall Condition	X				2/28/2023
2.08 Floor Condition	X				2/28/2023
2.09 Lead-Based Paint	X				2/28/2023
2.09A Paint surfaces free of deteriorated paint	X				2/28/2023
2.09B Deteriorated surfaces exceed two sq. ft. or 10% of a component	X				2/28/2023
2.10 Stove or Range with Oven	X				2/28/2023
2.11 Refrigerator	X				2/28/2023
2.12 Sink	X				2/28/2023
2.13 Space for Storage, Preparation, and Serving of Food	X				2/28/2023
3 Bathroom	Floor	Location		Comment	
	1				
	Pass	Fail	In-Conc.	Comment	Approval Date
3.01 Bathroom Present	X				2/28/2023
3.02 Electricity	X				2/28/2023
3.03 Electrical Hazards	X				2/28/2023
3.04 Security	X				2/28/2023
3.05 Window Condition	X				2/28/2023

3 Bathroom		Floor	Location		Comment	
		1				
		Pass	Fail	In-Conc.	Comment	Approval Date
3.06	Ceiling Condition	X				2/28/2023
3.07	Wall Condition	X				2/28/2023
3.08	Floor Condition	X				2/28/2023
3.09	Lead-Based Paint	X				2/28/2023
3.09A	Paint surfaces free of deteriorated paint	X				2/28/2023
3.09B	Deteriorated surfaces exceed two sq. ft. or 10% of a component	X				2/28/2023
3.10	Flush Toilet in Enclosed Room in Unit	X				2/28/2023
3.11	Fixed Wash Basin or Lavatory in Unit	X				2/28/2023
3.12	Tub or Shower in Unit	X				2/28/2023
3.13	Ventilation	X				2/28/2023
4 Other Room: Bedroom/Sleeping Room		Floor	Location		Comment	
		1				
		Pass	Fail	In-Conc.	Comment	Approval Date
4.02	Electricity/Illumination	X				2/28/2023
4.03	Electrical Hazards	X				2/28/2023
4.04	Security	X				2/28/2023
4.05A	Window Condition Bedroom	X				2/28/2023
4.05B	Window Condition	X				2/28/2023
4.06	Ceiling Condition	X				2/28/2023
4.07	Wall Condition	X				2/28/2023
4.08	Floor Condition	X				2/28/2023
4.09	Lead-Based Paint	X				2/28/2023
4.09A	Paint surfaces free of deteriorated paint	X				2/28/2023
4.09B	Deteriorated surfaces exceed two sq. ft. or 10% of a component	X				2/28/2023
4.10	Smoke Detectors	X				2/28/2023
4 Other Room: Dining Room		Floor	Location		Comment	
		1				
		Pass	Fail	In-Conc.	Comment	Approval Date
4.02	Electricity/Illumination	X				2/28/2023
4.03	Electrical Hazards	X				2/28/2023
4.04	Security	X				2/28/2023

4 Other Room: Dining Room		Floor	Location		Comment	
		1				
		Pass	Fail	In-Conc.	Comment	Approval Date
4.05A	Window Condition Bedroom	X				2/28/2023
4.05B	Window Condition	X				2/28/2023
4.06	Ceiling Condition	X				2/28/2023
4.07	Wall Condition	X				2/28/2023
4.08	Floor Condition	X				2/28/2023
4.09	Lead-Based Paint	X				2/28/2023
4.09A	Paint surfaces free of deteriorated paint	X				2/28/2023
4.09B	Deteriorated surfaces exceed two sq. ft. or 10% of a component	X				2/28/2023
4.10	Smoke Detectors	X				2/28/2023
4 Other Room: Hall/Stairway		Floor	Location		Comment	
		1				
		Pass	Fail	In-Conc.	Comment	Approval Date
4.02	Electricity/Illumination	X				2/28/2023
4.03	Electrical Hazards	X				2/28/2023
4.04	Security	X				2/28/2023
4.05A	Window Condition Bedroom	X				2/28/2023
4.05B	Window Condition	X				2/28/2023
4.06	Ceiling Condition	X				2/28/2023
4.07	Wall Condition	X				2/28/2023
4.08	Floor Condition	X				2/28/2023
4.09	Lead-Based Paint	X				2/28/2023
4.09A	Paint surfaces free of deteriorated paint	X				2/28/2023
4.09B	Deteriorated surfaces exceed two sq. ft. or 10% of a component	X				2/28/2023
4.10	Smoke Detectors	X				2/28/2023
5 Secondary Rooms (Not used for living)		Floor	Location		Comment	
		1				
		Pass	Fail	In-Conc.	Comment	Approval Date
5.01	None	X				2/28/2023
5.02	Security	X				2/28/2023
5.03	Electrical Hazards	X				2/28/2023
5.04	Other Potentially Hazardous Features in these Rooms	X				2/28/2023

6 Building Exterior		Floor	Location		Comment	
		1				
		Pass	Fail	In-Conc.	Comment	Approval Date
6.01	Condition of Foundation	X				2/28/2023
6.02	Condition of Stairs, Rails, and Porches	X				2/28/2023
6.03	Condition of Roof/Gutters	X				2/28/2023
6.04	Condition of Exterior Surfaces	X				2/28/2023
6.05	Condition of Chimney	X				2/28/2023
6.06	Lead Paint: Exterior Surfaces	X				2/28/2023
6.06A	Paint surfaces free of deteriorated paint	X				2/28/2023
6.06B	Deteriorated surfaces exceed 20 sq. ft. of total exterior	X				2/28/2023
6.07	Manufactured Home: Tie Downs	X				2/28/2023
7 Heating and Plumbing		Floor	Location		Comment	
		1				
		Pass	Fail	In-Conc.	Comment	Approval Date
7.01	Adequacy of Heating Equipment	X				2/28/2023
7.02	Safety of Heating Equipment	X				2/28/2023
7.03	Ventilation/Cooling	X				2/28/2023
7.04	Water Heater	X				2/28/2023
7.05	Approvable Water Supply	X				2/28/2023
7.06	Plumbing	X				2/28/2023
7.07	Sewer Connection	X				2/28/2023
8 General Health and Safety		Floor	Location		Comment	
		1				
		Pass	Fail	In-Conc.	Comment	Approval Date
8.01	Access to Unit	X				2/28/2023
8.02	Fire Exits	X				2/28/2023
8.03	Evidence of Infestation	X				2/28/2023
8.04	Garbage and Debris	X				2/28/2023
8.05	Refuse Disposal	X				2/28/2023
8.06	Interior Stairs and Common Halls	X				2/28/2023
8.07	Other Interior Hazards	X				2/28/2023
8.08	Elevators	X				2/28/2023
8.09	Interior Air Quality	X				2/28/2023

8 General Health and Safety	Floor	Location		Comment	
	1				
	Pass	Fail	In-Conc.	Comment	Approval Date
8.10 Site and Neighborhood Conditions	X				2/28/2023
8.11 Lead-Based Paint: Owner's Certification	X				2/28/2023

Custom Questions		
Line Num.	Description	Answer
1.01	Living Room has high quality floors or wall coverings	
1.02	Living Room has working fireplace or stove	
1.03	Living Room has balcony, patio, deck, porch	
1.04	Living Room has special windows or doors	
1.05	Living Room has exceptional size relative to needs of family	
1.06	Living Room Other: (Specify)	
2.01	Kitchen has dishwasher	
2.02	Kitchen has separate freezer	
2.03	Kitchen has garbage disposal	
2.04	Kitchen has eating counter/breakfast nook	
2.05	Kitchen has pantry or abundant shelving or cabinets	
2.06	Kitchen has double oven/self cleaning oven, microwave	
2.07	Kitchen has double sink	
2.08	Kitchen has high quality cabinets	
2.09	Kitchen has abundant counter-top space	
2.10	Kitchen has modern appliance(s)	
2.11	Kitchen has exceptional size relative to needs of family	
2.12	Kitchen Other: (Specify)	
3.01	Other Room has high quality floors or wall coverings	
3.02	Other Room has working fireplace or stove	
3.03	Other Room has balcony, patio, deck, porch	
3.04	Other Room has special windows or doors	
3.05	Other Room has exceptional size relative to needs of family	
3.06	Other Room Other: (Specify)	
4.01	Bathroom has special feature shower head	
4.02	Bathroom has built-in heat lamp	
4.03	Bathroom has large mirrors	
4.04	Bathroom has glass door on shower/tub	
4.05	Bathroom has separate dressing room	
4.06	Bathroom has double sink or special lavatory	
4.07	Bathroom has exceptional size relative to needs of family	
4.08	Bathroom Other: (Specify)	
5.01	Unit has storm windows and doors	
5.02	Unit has other forms of weatherization (e.g., insulation, weather stripping)	
5.03	Unit has screen doors or windows	
5.04	Unit has good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)	
5.05	Unit has garage or parking facilities	
5.06	Unit has driveway	
5.07	Unit has large yard	
5.08	Unit has good Maintenance of building exterior	
5.09	Unit Other: (Specify)	

6.01	Unit is accessible to a particular disability (if yes, which disability)	
7.01	Does the owner make repairs when asked?	
7.02	How many people live there?	
7.03	How much money do you pay the owner/agent for rent?	
7.04	Do you pay for anything else? (Specify)	
7.05	Who owns the range? (O = Owner, T = Tenant)	
7.06	Who owns the refrigerator? (O = Owner, T = Tenant)	
7.07	Who owns the microwave? (O = Owner, T = Tenant)	
7.08	Is there anything else you want to tell us? (Specify)	

Additional Information

Tenant's Comments

Tenant's Signature

Landlord's Signature

Inspector's Signature

Inspector's Comments

Name of Family				Phone		<input type="checkbox"/> Inspector:	
Type of Inspection: <input type="checkbox"/> Initial <input type="checkbox"/> Annual <input type="checkbox"/> Special				Rooms		Family Comp M F	
A. General Information				Sleeping Rooms		Adults	
INSPECTED UNIT				Year Built		Minor Under 6 yrs	
Street Address				City		State Zip	
OWNER				Name		Phone	
Mailing Address				City		State Zip	

Important Inspection Information

Please be advised that an inspection for your unit has been scheduled for

between the hours of

☐ 9:00 AM - 12:00 PM ☐ 1:00 PM - 4:00 PM

Please Note: You must be present to provide entrance to your unit or have a responsible adult (age 18 or older) there on your behalf. Failure to do so will jeopardize your subsidy and result in a \$25.00 fee for No Show

B. SUMMARY DECISION ON UNIT				FOLLOW-UP INSPECTIONS / NOTES			
<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Inconclusive <input checked="" type="radio"/> Access Needed <input type="checkbox"/>							
<input type="checkbox"/> CND <input type="checkbox"/> GRD <input checked="" type="radio"/> Tenant Caused Fail <input type="checkbox"/>							
<input checked="" type="radio"/> 24 Hour Fail <input type="checkbox"/>							

INSPECTION CHECKLIST		P = YES/PASS F = NO/FAIL I = INCONCLUSIVE		T = TENANT CAUSED	
Item	Description	P	F	T	Final Approval Date
1. Living Room					
1.1	Living Room Present				
1.2	Electricity				
1.3	Electrical Hazards				
1.4	Security				
1.5	Windows Condition, Screens, Light				
1.6	Ceiling Condition				
1.7	Wall Condition				
1.8	Floor Condition				
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? <small>If not, do deteriorated surfaces exceed two square feet per room and is/or is more than 10% of a component?</small>			<input type="checkbox"/> Not Applicable	
2. Kitchen					
2.1	Kitchen Area Present				
2.2	Electricity				
2.3	Electrical Hazards				
2.4	Security				
2.5	Windows Condition, Screens, Light				
2.6	Ceiling Condition				
2.7	Wall Condition				
2.8	Floor Condition				
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? <small>If not, do deteriorated surfaces exceed two square feet per room and is/or is more than 10% of a component?</small>			<input type="checkbox"/> Not Applicable	
2.10	LL / TT Stove or Range with Oven Cooking Fuel / LL / TT				
2.11	LL / TT Refrigerator				
2.12	Sink				
2.13	Space for Storage, Preparation, and Serving of Food				
3. Bathroom					
3.1	Bathroom Present				
3.2	Electricity				
3.3	Electrical Hazards				
3.4	Security				
3.5	Windows Condition, Screens				
3.6	Ceiling Condition				
3.7	Wall Condition				
3.8	Floor Condition				
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? <small>If not, do deteriorated surfaces exceed two square feet per room and is/or is more than 10% of a component?</small>			<input type="checkbox"/> Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit				
3.11	Fixed Wash Basin or Lavatory in Unit				
3.12	Tub or Shower in Unit				
3.13	Ventilation				
<p>* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area; 3 = Second Living Room, Family Room, Den, Play Room, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other</p>					
4. Other Rooms Used for Living					
4.1	Room Code*				
4.2	Electricity				
4.3	Electrical Hazards				
4.4	Security				
4.5	Windows Condition, Screens, Light				
4.6	Ceiling Condition				
4.7	Wall Condition				
4.8	Floor Condition				
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? <small>If not, do deteriorated surfaces exceed two square feet per room and is/or is more than 10% of a component?</small>			<input type="checkbox"/> Not Applicable	

Item	4. Other Rooms Used for Living & Halls	P	F	I	Comment	T	Final Approval Date
4.1	Room Code* _____				Room Location _____ Right / Center / Left _____ Front / Center / Rear _____ Floor Level _____		
4.2	Electricity						
4.3	Electrical Hazards						
4.4	Security						
4.5	Windows Condition, Screens, Light						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint: Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and is/are more than 10% of a component?				<input type="checkbox"/> Not Applicable		

4.1	Room Code* _____				Room Location _____ Right / Center / Left _____ Front / Center / Rear _____ Floor Level _____		
4.2	Electricity						
4.3	Electrical Hazards						
4.4	Security						
4.5	Windows Condition, Screens, Light						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint: Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and is/are more than 10% of a component?				<input type="checkbox"/> Not Applicable		

4.1	Room Code* _____				Room Location _____ Right / Center / Left _____ Front / Center / Rear _____ Floor Level _____		
4.2	Electricity						
4.3	Electrical Hazards						
4.4	Security						
4.5	Windows Condition, Screens, Light						
4.6	Ceiling Condition						
4.7	Wall Condition						
4.8	Floor Condition						
4.9	Lead-Based Paint: Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and is/are more than 10% of a component?				<input type="checkbox"/> Not Applicable		

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area; 3 = Second Living Room, Family Room, Den, Play Room, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item	5. All Secondary Rooms	P	F	I	Comment	T	Final Approval Date
5.1	None <input type="checkbox"/> Go to Part 6						
5.2	Security						
5.3	Electrical Hazards						
5.4	Other Potentially Hazardous Features in these Rooms						

Item	6. Building Exterior	P	F	I	Comment	T	Final Approval Date
6.1	Condition of Foundation						
6.2	Condition of Stairs, Rails, and Porches						
6.3	Condition of Roof/Gutters						
6.4	Condition of Exterior Surfaces						
6.5	Condition of Chimney						
6.6	Lead-Based Paint: Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed twenty square feet of total exterior surface area?				<input type="checkbox"/> Not Applicable		
6.7	Manufactured Home - Tie Downs				<input type="checkbox"/> Not Applicable		

Item	7. Heating and Plumbing	P	F	I	Comment	T	Final Approval Date
7.1	Adequacy of Heating Equip _____ / LL / TT						
7.2	Safety of Heating Equipment						
7.3	Ventilation/Cooling						
7.4	Water Heater _____ / LL / TT						
7.5	Approvable Water Supply						
7.6	Plumbing						
7.7	Sewer Connection						
7.8	Unit Electricity _____ LL / TT						

Item	8. General Health and Safety	P	F	I	Comment	T	Final Approval Date
8.1	Access to Unit						
8.2	Entry Doors						
8.3	Fire Exits						
8.4	Evidence of Infestation						
8.5	Garbage and Debris						
8.6	Refuse Disposal						
8.7	Interior Stairs and Common Halls						
8.8	Other Interior Hazards						
8.9	Interior Air Quality						
8.10	Site and Neighborhood Conditions						
8.11	Smoke Detectors						
8.12	Carbon Monoxide Detectors						
8.13	Elevators				<input type="checkbox"/> Not Applicable		
8.14	Lead-Based Paint: Owner's Certificate				<input type="checkbox"/> Not Applicable		

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint risk assessor, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS Violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

This inspection has been performed to determine compliance under the HUD/Housing Authority Section 8 program. While some of the inspection requirements may be similar or identical to provisions of the local codes, this inspection does not certify compliance with said codes. In all instances it is the owner's responsibility to maintain the property to meet all applicable state and local codes and the tenant's right to request inspection by the local code enforcement agency.

Tenant/ their Representative

Property Owner/ their Agent

Salem Housing Authority

Filter Criteria includes: 1) Program: All Programs,
2) Project: All Projects

City / Town	Total
Beverly	61
Boston	8
Haverhill	1
Lawrence	5
Lynn	73
Lynnfield	2
Manchester	1
Marblehead	6
Peabody	72
Revere	2
Salem	934
Swampscott	8
Wakefield	1
Watertown	1
Woburn	1
Total :	1176

Grand Total Tenants: 1176

Rent Comparable Survey

For

Rent Reasonableness

Tenant Name: _____

Address of Unit: _____ Date of Survey: _____

City or Town: _____ Date Unit Leased: _____

Please circle appropriate selections in each category below:

1) Location of Unit

- a) Residential
- b) Commercial/Residential mix
- c) Inner City
- e) Proximity to schools, shopping and public transportation;
 - 1) 1-5 miles (3 pts) 2) 5-10 miles (2 pts) 3) Over 10 miles (1 pt)

Total Pts

2) Type of Unit

- a) Single family detaches.....(7pts)
- b) Semi-detached.....(6pts)
- c) Row house/Town house/Duplex.....(5pts)
- d) Low Rise.....(4pts)
- e) High-rise with elevator.....(3pts)
- f) Manufactured/Mobile home.....(2pts)

Total Pts

3) Number of Bedrooms

Circle One: 1 2 3 4 5

4) Total Square Footage of Unit

	Small	Average	Large
a) (150-500)_____	1 pt	2 pts	3 pts
b) (501-800)_____	1 pt	2 pts	3 pts
c) (801-1200)_____	1 pt	2 pts	3 pts
d) 1201-1400)_____	1 pt	2 pts	3 pts
e) 1401-1600)_____	1 pt	2 pts	3 pts

Total Pts

5) Date Built (exact date)

- a) Prior to 1950_____ (1 pt)
 - b) 1950 to 1960_____ (2 pts)
 - c) 1960 to 1970_____ (3 pts)
 - d) 1970 to 1985_____ (4 pts)
 - e) 1985 to present _____ (5 pts)
- Unit upgraded with new windows.....(1 pt)
- Unit with new windows and floors....(2 pts)
- Unit rehabbed to like-new condition...(3 pts)

Total Pts

6) Management & Maintenance Services

- a) On-site maintenance.....(3 pts)
- b) Owner procured maintenance service.....(2 pts)
- c) Owner performs own maintenance.....(1 pts)

Total Pts

a) Wall to wall carpet

1. Carpet in new cond.-no stains.....(3 pts)
2. Carpet in good cond.-some stains.....(2 pts)
3. Carpet in fair cond-stains & minor wear.....(1 pt)

b) Hardwood floors

1. Hardwood new cond.-no stains.....(3 pts)
2. Hardwood good cond.-some stains.....(2 pts)
3. Hardwood cond-stains & minor wear.....(1 pt)

c) Refrigerator (if supplied by owner)

d) Window blinds

e) Fireplace

f) Private patio/deck/balcony/porch

g) Dishwasher

h) Garbage Disposal

i) Air Conditioning Central _____ Window Unit_____

j) Microwave

k) High quality cabinets & counters

l) Ceiling fans

m) Extra bathrooms

1. Full Bathroom.....(3 pts)
2. Half bathroom.....(2 pts)

n) Extra rooms_____

o) Security system

p) Laundry facilities

- a) Washer/Dryer provided.....(3 pts)
- b) Laundry Facility on Site.....(2 pts)
- c) Hook-up only.....(1 pt)

q) Handicapped accessible

r) Fenced in yard

s) Finished basement

t) Playground-lawn space

u) On site parking 1) Driveway 2) Garage 3) Other_____

v) Storage area (other than closet space)

w) Swimming pool

x) Water front/water view

***Add 1 Point for each amenity provided**

Total Pts

a) Exceptional.....(3 pts)
b) Good.....(2 pts)
c) Fair.....(1 pt)
d) Poor.....(0 pts)

a) Heating Natural Gas _____ L/P Gas _____ Oil _____ Electric _____

b) Hot Water Natural Gas _____ L/P Gas _____ Oil _____ Electric _____

c) Cooking Natural Gas _____ L/P Gas _____ Oil _____ Electric _____

Total Pts

Rent Comparable Survey 9-13-21