



Enter LHA Name here HOUSING AUTHORITY

REQUEST FOR QUOTES (RFQ)

FIRE ALARM TESTING, MAINTENANCE & REPAIR SERVICE CONTRACT

RFQ # Enter nine digits # here.

Issue Date: Enter a date from Central Register.

Submission Due Date: Click or tap to enter a date.

LHA Name Housing Authority

Enter LHA address here.

City/town, State and zip.



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SECTION 1: INTRODUCTION

1.1 **LHA Name** HOUSING AUTHORITY

The **LHA Name** Housing Authority (hereinafter, “Authority” or “Owner” or “LHA”) is a public entity that provides subsidized housing and housing assistance to low-income families, within the **Choose an item** of **City or Town**, Massachusetts. The Authority is headed by an Executive Director and is governed by a board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations, Mass. General Law and the Authority’s procurement policy.

Currently, the Authority owns and/or manages: **List all properties here, number of buildings and units at each location** throughout the **Choose an item** of Enter **City or Town**.

The Authority is requesting quotes from qualified, licensed and insured Contractors to provide full Fire Alarm Testing, Maintenance and Repair services as specified in the enclosed documents. The successful bidder will be required to sign a contract with the Authority for a period of one-year beginning **Click or tap to enter a date** through **Click or tap to enter a date**, with the option to renew for two (2) additional one-year periods, for a maximum total of three years. The renewal of any consecutive year is at the sole discretion of the Authority. The contract price for each year is a fixed price equal to the pricing for recurring services established on the attached Form for Quote as well as an estimate for repairs based on the hourly pricing provided on the bid submitted.

1.2 PUBLIC NOTIFICATION

PUBLIC NOTIFICATION FOR WRITTEN QUOTES

The **LHA Name** Housing Authority, the Awarding Authority, invites written quotes from Contractors for Fire Alarm Testing, Maintenance and Repairs Service Contract for the **LHA Name** Housing Authority in **City or Town**, Massachusetts, in accordance with the documents herein.

The estimated three (3) year value of this Contract is \$ **Estimated contract amount**. Not to exceed \$50,000

All Quotes are subject to applicable bidding laws including, but not limited to M.G.L. c.149 §44A – H, M.G.L. c.30 and applicable federal procurement laws. To the extent there are inconsistencies between state and federal procurement laws, the more stringent standard will be followed for purposes of this Request for Quotes.

Written Quotes will be received until **Enter time**, **Enter due date**.

All Quotes should be submitted via email to **Enter email address here**, or delivered to **Enter LHA name here**, Housing Authority, **Click or tap here to enter text**, and received no later than the date & time specified above. Quotes may be emailed, hand delivered or mailed.

Contract Documents will be available for pick-up at: **Enter LHA address here**, after **Enter day, date and time here**.

There will be a recommended, but non-mandatory, pre-bid conference held on **Enter day, date and time here** located at **Enter address here**.

All questions and requests for interpretation must be submitted in writing to **Enter name here**, no later than **Enter day, date and time here**. Questions and requests for interpretations may be responded to via addendum, as determined by the Owner.

END OF PUBLIC NOTIFICATION FOR WRITTEN QUOTES

SECTION 2: INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

Each Bidder (hereinafter called the "Bidder") by making a Quote (hereinafter called "Quote") represents that:

- 1.1 The Bidder has read and understands the Contract Documents and the Quote is made in accordance therewith.
- 1.2 The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.3 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation arising from submitting a Quote.
- 1.4 By receiving and reviewing this document, each Bidder is thereby agreeing to abide by all terms and conditions listed herein.

ARTICLE 2 - BIDDER CERTIFICATIONS – OSHA & LEAD TRAINING

- 2.1 Massachusetts law requires all workers on this project construction site must have no less than 10 hours of OSHA-approved safety and health training.
- 2.2 The Contractor shall comply with requirements of EPA Regulation 40 CFR 745 including but not limited to Company, supervisor, and worker training.

ARTICLE 3 - MBE/WBE PARTICIPATION GOALS – NO REQUIREMENTS

ARTICLE 4 - REQUESTS FOR INTERPRETATION

- 4.1 Bidders shall promptly notify the Owner and or his/her Representative of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 4.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the Owner and or his/her Representative. The Owner and or his/her Representative will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 4.3 Interpretation, correction, or change in the Contract Documents will be made by written Addendum which will become part of the Contract Documents. Neither the Owner nor the Owner Representative will be held accountable for any oral interpretations, corrections, or changes
- 4.4 Each individual or firm recorded (registered plan holder) as having requested a set of Contract Documents will be electronically notified via email when any addenda are issued. Hard copy addenda will not be issued.
- 4.5 Copies of addenda will be made available for inspection at the locations listed in the Advertisement where Contract Documents are on file or available.

ARTICLE 5 - PREPARATION AND SUBMISSION OF QUOTES

- 5.1 Quotes should be submitted on the "Form for Quotes" as appropriate, furnished at no cost by the Owner.
 - 5.1.1 All entries on the Form for Quotes shall be made by typewriter or in ink.
 - 5.1.2 Where so indicated on the Form for Quotes sums shall be expressed in both words and figures. Where there is a discrepancy between the Bid sum expressed in words and the Bid sum expressed in figures, the words shall control.
 - 5.1.3 **DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED!** Contractors are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Authority by the contractor, such may invalidate that bid. If, after accepting such a bid, the Authority decides that any such entry has not changed the intent of the bid that the Authority intended to receive, the Authority may accept the bid and the bid shall be considered by the Authority as if those additional marks, notations or requirements were not entered on such.
 - 5.1.4 Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority.

5.2 Bid Deposits – **NOT required** for contracts with a three (3) year estimated contract value less than \$50,000.

5.3 Delivery of Quotes

- 5.3.1 The Quote shall be submitted with the following clearly marked on the envelope, fax cover sheet, or email:
- QUOTE FOR:
 - NAME OF HOUSING AUTHORITY AND RFQ NUMBER
 - BIDDER'S NAME AND BUSINESS ADDRESS
 - PHONE NUMBER & CONTACT PERSON
- 5.3.2 Date and time for receipt of Quotes is set forth in the Public Notification.
- 5.3.3 Timely delivery of a Quote at the location designated shall be the full responsibility of the Bidders.
- 5.3.4 The Owner shall have no obligation to compensate any contractor for any costs incurred in responding to this RFQ

ARTICLE 6 - WITHDRAWAL OF QUOTES

6.1 Before Opening of Quotes

- 6.1.1 Any quote may be withdrawn prior to the time designated for receipt of quotes upon written request. Withdrawal of Quotes must be confirmed over the Bidder's signature by written notice post-marked or sent by email on or before the date and time set for receipt of Quotes.
- 6.1.2 Withdrawn quotes may be resubmitted up to the time designated for the receipt of Quotes.

6.2 After Opening of Quotes

- 6.2.1 Bidders may withdraw Quotes, without penalty, any time up to the time of Award as defined in paragraph 7.1, and upon demonstrating, to the satisfaction of the Housing Authority, that a bona fide clerical error was made during the preparation of the Quote.

6.3 In the event of a Quotes Withdrawal after Opening of Quotes, the Housing Authority shall consider the Quote from next lowest eligible and responsible bidder

ARTICLE 7 - CONTRACT AWARD

- 7.1 **Award** means the determination of the lowest, responsible and eligible Bidder by the Owner.
- 7.2 The Owner will award the contract to the lowest responsible bidder, subject to Board approval, within thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after the opening of quotes.
- 7.3 As used herein, the term "responsible" shall mean the person:
- 7.3.1 Who demonstrably possesses the skill, ability and integrity necessary to faithfully perform the work called for by a particular contract, based upon a determination of competent workmanship and financial soundness in accordance with the provisions of M.G.L. c. 149(44)(d)
 - 7.3.2 Who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; and
 - 7.3.3 Who shall certify 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
 - 7.3.4 Who is not debarred from bidding under M.G.L. c. 149, §44C.
- 7.4 The Owner reserves the right to reject any or all bids, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the Authority to be in its best interests.
- 7.5 The Owner reserves the right not to award a contract pursuant to this RFQ.
- 7.6 The Owner reserves the right to reject and not consider any bid that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.

ARTICLE 8 - FORMS REQUIRED AT CONTRACT APPROVAL

8.1 Upon award, the Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the Bidder by Owner and three (3) originals must be submitted.

1. Owner-Contractor Agreement.

2. Form of Certificate of Vote of Authorization (If Applicable)
 3. **Form of Contractor's Equal Employment Certification** in accordance with Section 00.73.36 of the General Conditions.
 4. **FOR PROJECTS or contracts with a bid/contract cost exceeding \$25,000: Form of Performance Bond and Form of Payment Bond** must be submitted by the General Contractor on DHCD's form, in accordance with Section 3.10 of the General Conditions. The dates on the bonds must coincide with the contract date, and a current Power-of-Attorney must be attached to each bond.
- 8.2 Insurance Certificates for the coverage required by Section 3.8 of the General Conditions must be submitted prior to contract validation; refer to Section 3 for minimum coverage requirements.
- 8.2.1 General Contractors must indicate on Builders Risk insurance Certificate or installation floater if stored materials are covered.
- 8.3 Contractor's Company Certification with EPA Regulation 40 CFR 745 must be submitted prior to contract validation.

ARTICLE 9 - CONTRACT VALIDATION

- 9.1 The Notice to Proceed for services shall not be issued until the Owner-Contractor Agreement has been executed by the Contractor and the Awarding Authority.
- 9.2 Incomplete or unacceptable submissions of forms required by paragraphs **8.1 - 8.3** will delay the execution of the Owner-Contractor Agreement by the Awarding Authority.

END OF SECTION INSTRUCTIONS TO BIDDERS

SECTION 3: GENERAL CONDITIONS

3.1 THE CONTRACT DOCUMENTS

The Contract for Testing, Maintenance and Repair Services consist of the Contract Documents which include the Owner-Contract Agreement, Public Notification, Quote Form, Conditions of the Contract, Specifications, Drawings, all Addenda issued prior to execution of the Contract and any other documents listed in the Agreement and Modifications issued after execution of the Contract.

3.2 OWNER

The term "Owner" sometimes also referred to as the "Awarding Authority" or "Authority" means the Housing Authority identified in the Owner-Contractor Agreement, organized and existing under the provisions of M.G.L. c.121B

3.3 BIDDER

The term "Quote(s)" "Bid(s)" or "Bidder(s)" shall mean the person or firm from which prices have been submitted to the Owner for services identified in these documents.

3.4 DEPARTMENT

The term "Department" means the Commonwealth of Massachusetts, Department of Housing and Community Development, also referred to as "DHCD."

3.5 PROJECT FUNDING

The Work under this Contract may be funded wholly or in part by the Commonwealth of Massachusetts through the Department pursuant to a Contract for Financial Assistance between the Department and the Owner. The Work under this Contract may also be funded wholly or in part with by the federal government through the Department of Housing and Urban Development. To the extent federal funds are received by the Owner for the Work, the supplementary conditions attached hereto shall be part of this Contract, and where the terms or conditions of said supplementary conditions conflict with this Contract, the more stringent terms or conditions shall apply.

3.6 CONTRACTOR

The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

3.7 CONTRACTOR'S PERSONNEL

The Contractor shall employ a supervisor, licensed in the applicable trade, and all skilled tradesmen necessary to perform the services required in this contract. The Authority shall have the right to require the Contractor to remove and/or replace any of the personnel for non-performance or unprofessional behavior. The Contractor or his supervisor shall be available to inspect such work as required by the Authority.

The Contractor shall provide certification in writing to the Authority confirming that all employees employed by the contractor have successfully passed a Criminal Offenders background check.

All work must be performed by or under direct supervision of a licensed person, licensed in the applicable trade pursuant to this RFQ. The Contractor must provide a copy of their license as well as each employee employed by the Contractor and working on the Authority's properties.

3.8 CARE OF WORK/DAMAGES

All work is to be carefully protected so no damages will come of it from water, frost, accident or any other cause. Any damages which may come to any of the work shall be repaired immediately by the Contractor at his/her own expense and without additional cost to the Authority. This shall also apply to any abutting or adjoining work on the premises. The Contractor shall be responsible for any damage to abutting or adjoining surfaces; in the event of such damage, the Contractor shall repair said damaged areas immediately at his/her own expense without additional cost to the Authority.

3.9 MATERIAL

The Authority reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the Authority. The Contractor must be willing to make repairs using parts supplied by the Authority when applicable. The Authority reserves the right to purchase necessary materials, supplies, components and equipment when it determines that it is in the best interest of the Authority to do.

3.10 REMOVAL OF DEBRIS

It is the Contractor's responsibility to remove all debris. Debris of any nature shall be completely removed from the site at the end of each day's work and disposed of in accordance with all Federal, State and Local regulations.

3.11 SECURITY OF WORK

The Contractor is responsible for the security of all work, materials and equipment until it is accepted by the Authority.

3.12 HOURS OF OPERATION

For purposes of this RFQ, unless specifically authorized by the Authority, in writing, regular working hours are Monday – Friday 7:30 a.m. to 4:00 p.m. After hours are Monday – Friday 4:00 p.m. to 7:30 a.m. and anytime Saturday, Sunday and Holidays.

3.13 SALES TAX EXEMPTION AND OTHER TAXES

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.

Purchases by the Authority are exempt from any Federal, State or Municipal Sales and/or Excise Taxes.

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

3.14 PERMITS, FEES AND NOTICES

The Contractor shall secure and the Owner shall pay for any and all permits. The Contractor shall secure and pay for all licenses, and other fees required for the proper execution of services.

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 Authority, the Contractor shall assume full responsibility for such work and shall bear the attributed costs.

The Contractor shall secure all permits and governmental fees, licenses and inspections necessary for proper execution and completion of services

The Contractor may invoice permits at cost with appropriate documentation verifying that such permit/s have been obtained.

3.15 BONDS

For Contracts exceeding \$25,000, the Contractor shall provide the Owner with a 100% performance and payment (labor and materials) bonds in the form provided by the Department, executed by a surety licensed by the Commonwealth's Division of Insurance. Each such bond shall be in the amount of the Contract Sum.

Bonds must be submitted by the Contractor on DHCD's forms and shall obtain the bonds within ten (10) days from the date of notification of contract award.

3.16 EXECUTIVE ORDERS

The Contractor shall comply with the provisions of M.G.L. c. 151B; Executive Order 478, regarding non-discrimination, diversity, equal opportunity; Executive Order 481, prohibiting the use of undocumented workers on state contracts; U.S. Department of Labor Executive Order 11246 regarding Equal Opportunity Employment 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.

3.17 OSHA AND SAFETY

The Contractor shall provide copies of OSHA cards to the Authority confirming that all employees employed by the Contractor have successfully completed ten (10) hours of OSHA training per year.

The Contractor must comply with all Federal, State, and local safety laws and regulations applicable to work performed under this Contract.

3.18 RIGHT TO KNOW LAW

The Contractor agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c. 111F, sections 8,9, and 10 and the regulations contained in 441 CMR 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. c 111F section 7 and regulations contained in 441 CMR 21.06 when deliveries are made. Failure to furnish MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures contain said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F or M.G.L. are cautioned to obtain and read the laws, rules and regulations referenced above. Copies may be obtained from the State House Bookstore, Secretary of State, State House, Room 117, Boston, MA 02133, Telephone: (617) 727-2834.

3.19 INVOICING

Invoices should be submitted within 30 days of completion of services. Invoices shall include, but not limited to, date and location of service, hours worked, hourly rate as based on the quoted pricing, description of work performed, certified payroll reports, itemized list of materials used and permits at cost.

The Authority will pay for time on-site only. The Authority shall not pay travel expenses associated with the performance of work outlined under this RFQ.

Prior written authorization from the Authority is needed when two or more employees are necessary to complete the work.

All costs for parts/materials, not covered under this contract as noted in Section 5, shall be paid on a cost plus 10% margin to compensate for the bidder's overhead costs. It will be the contractor's responsibility to provide a copy of their supplier's invoice for the parts/materials with the invoice to the Owner. No parts/materials will be paid for without the contractor's supplier invoice for those parts/materials.

3.20 PAYMENTS

Payments to the Contractor shall be made within thirty days after the work has been completed, fully inspected, accepted by the Authority and all necessary documentation has been submitted.

Necessary documentation will include but not limited to certificate of insurance, copies of licenses, permits, written invoice, inspection reports, warranty certificates, installation and owner's manuals for any equipment installed.

The Contractor shall as hereinafter specified under Section 4 submit payroll reports with each invoice.

3.21 AUTHORITY'S RIGHTS

The Authority reserves the right to call the next lowest contractor in the event that the awarded Contractor cannot fulfill his/her obligations to the agreement.

The Authority reserves the right to undertake whatever actions it deems necessary to correct a fault within the system which may jeopardize the safety of any resident or building, regardless of this RFQ and provisions and/or conditions herein stated.

The Authority reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 10 days written notice to the Contractor(s).

3.22 INSURANCE

The Contractor shall provide insurance coverage as listed in subparagraphs 3.22.1 - 3.22.6. 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.

3.22.1 WORKERS' COMPENSATION and EMPLOYERS LIABILITY

Workers' Compensation: Coverage A	Per G.L. c149 §34 and c152, as amended.
Employer's liability: Coverage B	\$500,000 Bodily Injury by Accident each accident
	\$500,000 Bodily Injury by Disease each employee
	\$500,000 Bodily Injury by Disease policy limit

3.22.2 COMMERCIAL GENERAL LIABILITY

Contractor shall provide to the Owner the "Commercial General Liability" policy form CG0001, or the exact equivalent with the limits of no less than:

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal Injury & Advertising Injury	\$1,000,000
Damages to Premises Rented by You	
Not Specified Medical Expenses	\$5,000

Additional insured coverage for the Commercial General Liability policy should apply to both ongoing and completed operations with endorsements at least as broad as forms CG2010 0413, CG2038 0423 and CG2037 0412.

3.22.3 AUTOMOBILE LIABILITY

Contractor shall provide automobile liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA0001, or the exact equivalent. If contractor owns no vehicles, this requirement may be met through a non-owned endorsement to the Commercial General Liability.

Bodily Injury	\$500,000 each person
	\$1,000,000 each accident
Property Damage	\$500,000 each accident
	or
	\$1,000,000 combined single limit

3.22.4 OWNER AS CO-INSURED

The Owner, the **Department and where applicable, the Owner's Regional Capital Assistance Team (RCAT)** as described in G.L. 121B, §26C or other agent, shall be named as additional insureds on the Contractor's liability policies. Coverage should apply on a primary and non-contributory basis.

3.22.5 CERTIFICATES OF INSURANCE, POLICIES

The Contractor shall not commence work on this contract until proof of compliance with this article has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the Contractual Liability Coverage is in force.

The Contractor shall file the original and one certified copy of all policies with the Owner within sixty days after Contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

3.22.6 CANCELLATION

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

3.23 WARRANTY

(A) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of **1 YEAR** from the date of final acceptance of the work. Each payment made to the Contractor by the Owner shall establish the acceptance date for work performed listed therein with each invoice and each payment date shall establish the beginning of the warranty period for work listed on the invoice. If the Authority takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year (unless otherwise indicated) from the date that the Authority takes possession.

(B) The Contractor shall remedy, at the Contractor's expense, any failure to conform or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Authority-owned or controlled real or personal property when the damage is the result of:

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(C) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year (unless otherwise indicated) from the date of repair or replacement.

(D) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(E) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Authority shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(F) With respect to all warranties, expressed or implied from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the Authority; and,
- (3) Enforce all warranties for the benefit of the Authority.

(G) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the Authority may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(H) Contractor shall not be liable for the repair of any defect of material or design furnished by the Authority nor for the repair of any damage that results from any defect in Authority furnished material or design.

(I) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

(J) This warranty shall not limit the Authority's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

3.24 TERMINATION FOR CAUSE AND FOR CONVENIENCE

The Authority may terminate this contract in whole, or from time to time in part, for the Authority's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The Authority 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 Authority all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process. If the termination is for the convenience of the Authority, the Authority shall be liable only for payment for services rendered before the effective date of the termination. If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the Authority may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the Authority, 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 Authority; 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 Authority by the Contractor. In the event of termination for cause/default, the Authority shall be liable to the Contractor for reasonable cost incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:

1. The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
2. A receiver has been appointed over the Contractor's property.
3. All or a part of the Work has been abandoned.
4. The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract Documents.
5. The Owner has determined that the rate of progress required on the project is not being met.
6. The Contractor has substantially violated any provisions of this Contract.
7. **Unauthorized Sub-Contracting Prohibited:** The successful contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ (including, but not limited to, selling or transferring the contract) without the prior written consent of the Authority. Contractor requesting such written consent must do so at the time of bid submission and within 5 calendar days after the receipt of bid shall provide to the Authority with the company name, address and principal of such company. If this information is not provided within such time, the contractor shall be deemed unresponsive and such bid shall be rejected. Any purported assignment of interest or delegations of duty, without the prior written consent of the Authority, shall be void and may result in cancellation of the contract with the Contractor, or may result in the full or partial forfeiture of the funds paid to the successful bidder as a result of the proposed contract: either as determined by the Authority.

3.25 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Authority from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

END OF SECTION GENERAL CONDITIONS

SECTION 4: PREVAILING WAGES AND LABOR REGULATIONS

4.1 PREVAILING WAGE RATES

- 4.1.1 Work for certain professional services covered under this contract are excluded from prevailing wage rates. These exclusions include: Inspections, testing, and monthly preventative maintenance of fire prevention, detection and signaling devices without repairs.
- 4.1.2 Installations, repairs and or replacements of any parts associated with the work under this contract are subject to the prevailing wage rates and the follow subsections 4.1.3 through 4.4.2 shall apply.
- 4.1.3 The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Massachusetts Department of Labor Standards. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract. Any questions relative to the applicability of any wage rate shall be directed to the Division of Occupational Safety.
- 4.1.4 Keep a legible copy of said schedule posted on the site at all times. Provide the Owner, on a weekly basis, and keep an on-site file of the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Department, Architect, or any agency having jurisdiction.
- 4.1.5 Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by MGL c149 § 34B, as amended. Such police officers shall be covered by Worker's Compensation Insurance and Employers Liability Insurance provided by the Contractor.

4.2 WAGE RATE REPORTING

- 4.2.1 The Contractor and all subcontractors shall provide certified payroll affidavits verifying compliance with MGL c.149 §§26 - 27H.
- 4.2.2 The Contractor shall provide a Statement of Compliance within 15 days of the completion of any services. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- 4.2.3 [Weekly Payroll Form](http://www.mass.gov/lwd/docs/dos/prevaling-wage/pw-payroll.pdf) www.mass.gov/lwd/docs/dos/prevaling-wage/pw-payroll.pdf
- 4.2.4 [Statement of Compliance](http://www.mass.gov/lwd/docs/dos/prevaling-wage/pw-compliance.pdf) www.mass.gov/lwd/docs/dos/prevaling-wage/pw-compliance.pdf

4.3 APPRENTICE REQUIREMENTS

Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.

4.4 EMPLOYEE OSHA SAFETY TRAINING

- 4.4.1 All employees who work on this construction site must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004.
- 4.4.2 The Contractor and all Subcontractors shall furnish to the Owner, with the certified payroll reports, documentation indicating that each employee has successfully completed 10 hours of a course in construction safety and health. This course must be approved by the United States Occupational Health and Safety Administration (OSHA).

INSERT WAGE RATES OBTAINED FROM

Department of Labor Standards

[See Appendix "A"](#)

SECTION 5: SCOPE OF TESTING, MAINTENANCE AND REPAIR SERVICES

5.1 GENERAL SCOPE

All fire alarm testing shall be performed by a licensed technician holding a Massachusetts Class D or E license. Current NICET certification shall also be required for all technicians performing testing under this agreement. All testing shall comply with NFPA 72, Federal, State and Local laws/codes, regulations, procedures, etc. Regular examination and testing of fire prevention, detection and signaling devices listed herein shall be performed. Costs of supplies for testing and inspectional recurring services should be included within fixed price bid for quarterly testing and inspections. If conditions warrant additional repairs or replacement of equipment/parts, this work shall be completed at applicable hourly rate plus cost of any parts.

The Contractor shall provide the Owner with an itemized cost estimate for any additional or recommended repair work and shall NOT perform any additional or recommended work without the written consent from the Owner.

The Owner reserves the right to seek competitive bids from qualified Contractors for any additional and or recommended work.

5.1.1 HOURS OF WORK

The Contractor shall perform testing, inspection and repair services as specified herein to all fire alarm systems listed herein during normal business hours Monday thru Friday, 7:30 am to 4:00 pm. No work shall be done on holidays, Saturdays or Sundays except as specifically requested and authorized by the Owner.

Work shall not be accomplished on an overtime basis unless prior approval in writing has been obtained from the Owner. Payment of overtime requires prior written approval from the Owner

5.1.2 MATERIALS

All materials and equipment incorporated in the work under the contract shall be new, unused and in accordance with the contract documents. All replacement parts, components or devices shall meet state code and be warranted by the manufacturer specifications as compatible. All workmanship must be performed by persons qualified in their respective trades and warranted for one year. Work not conforming to these warranties shall be deemed unacceptable and shall not be paid.

All costs for parts/materials, not covered under this contract, shall be paid on a cost plus 10% margin to compensate for the bidder's overhead costs. It will be the contractor's responsibility to provide a copy of their supplier's invoice for the parts/materials with the invoice to the Owner. No parts/materials will be paid without the contractor's supplier invoice for those parts/materials.

5.2 FIRE ALARM SYSTEMS COVERED UNDER THIS CONTRACT

The Contractor shall provide testing, maintenance and repair services as specified herein to each fire alarm system listed below:

<p>System 1: Building/Development Address: Click or tap here to enter text.</p> <p>Number Units: Click or tap here to enter text.</p> <p>Sprinkler System: Choose an item.</p> <p>Elevator: Choose an item.</p> <p>FACP Make/Model: Click or tap here to enter text.</p> <p># of Initiating Devices: Click or tap here to enter text.</p> <p># of AV Devices: Click or tap here to enter text.</p> <p># of Peripheral Devices: Click or tap here to enter text.</p> <p>Other Devices (Flow/Tamper switches, etc.): Click or tap here to enter text.</p>
--

System 2: Building/Development Address: [Click or tap here to enter text.](#)
Number Units: [Click or tap here to enter text.](#)
Sprinkler System: [Choose an item.](#)
Elevator: [Choose an item.](#)
FACP Make/Model: [Click or tap here to enter text.](#)
of Initiating Devices: [Click or tap here to enter text.](#)
of AV Devices: [Click or tap here to enter text.](#)
of Peripheral Devices: [Click or tap here to enter text.](#)
Other Devices (Flow/Tamper switches, etc.): [Click or tap here to enter text.](#)

System 3: Building/Development Address: [Click or tap here to enter text.](#)
Number Units: [Click or tap here to enter text.](#)
Sprinkler System: [Choose an item.](#)
Elevator: [Choose an item.](#)
FACP Make/Model: [Click or tap here to enter text.](#)
of Initiating Devices: [Click or tap here to enter text.](#)
of AV Devices: [Click or tap here to enter text.](#)
of Peripheral Devices: [Click or tap here to enter text.](#)
Other Devices (Flow/Tamper switches, etc.): [Click or tap here to enter text.](#)

System 4: Building/Development Address: [Click or tap here to enter text.](#)
Number Units: [Click or tap here to enter text.](#)
Sprinkler System: [Choose an item.](#)
Elevator: [Choose an item.](#)
FACP Make/Model: [Click or tap here to enter text.](#)
of Initiating Devices: [Click or tap here to enter text.](#)
of AV Devices: [Click or tap here to enter text.](#)
of Peripheral Devices: [Click or tap here to enter text.](#)
Other Devices (Flow/Tamper switches, etc.): [Click or tap here to enter text.](#)

5.3 TESTING

Testing Summary: The Contractor shall perform quarterly testing, four tests per system per year, which are at least three (3) months apart. The Contractor shall test a different 25% of all components during each testing period. The Contractor shall test all devices whether they are hard wired and/or battery operated. All heat detectors, smoke detectors, carbon monoxide detectors, pull stations, signals, door holders, evacuation systems, remote enunciators, tamper/flow switches and any other relevant fire protection equipment and/or mechanisms shall be tested at least once per year unless otherwise specifically stated herein, or unless otherwise mandated as per NFPA 72, Federal,

State or Local entity. Noted repairs from Tests and Inspections shall be reviewed by the LHA and scheduled replacements will occur in a timeframe acceptable to the LHA and AHJ. The cost for these repairs/replacements will be fixed price at the hourly rates stated on the Form for Quote.

All fire alarm testing shall be performed by a licensed technician who has a Massachusetts Class D or E license. Current NICET certification shall also be required for all technicians performing testing under this agreement. All testing shall include but not be limited to:

1. A visual inspection of each device to ensure that no facility changes have occurred which could affect equipment or system performance based on the original design.
2. Every device and control function will be physically activated to ensure its functionality as designed and installed. This includes but is not limited to: Control panel operations, system smoke detectors, audible devices, pull stations, heat detectors, standby battery power, all zones for supervision, remote annunciators, all sprinkler flow and tamper switches, and proper alarm transmission to Fire Department.
3. System components will be cleaned, recalibrated and retested if necessary to ensure continued performance and reduce the risk of component or system failure.
4. Replacement of fire alarm control panel back-up batteries per manufacturer's recommended intervals shall occur during testing.
5. Testing takes into consideration the AHJ (Authority Having Jurisdiction) requirements, local ambient conditions and the manufacturer's recommendations.
6. Contractor will follow NFPA 72 recommended test methods and frequencies as a minimum guideline for system testing.
7. System configuration is verified during inspections and compared to existing records.
8. Testing of the elevator recall during State Elevator Inspections will be required and shall be captured as a fixed price for such services on the form for quote.
9. Smoke detector sensitivity testing will be performed in accordance with NFPA 72 using the manufacturer's recommended test methods and a UL approved testing device.
10. System Software Updates for Microprocessor based systems shall be completed during testing and in accordance with any and all manufacturer's recommendations. In addition, the awarded contractor must maintain the listing requirements of the AHJ.
11. **REPORTS** Test/inspection reports will include at a minimum:
 - a. Company's Name, person's conducting the test, and contact information.
 - b. Detailed device information such as make, model, type and location including all audible/visual and peripheral devices.
 - c. Number of each device tested per type and whether that device passed or failed. Simply stating "all devices" including audible/visual will not be sufficient. The requirement is the actual number of each device tested.
 - d. Detailed fire alarm panel information such as make and model and location of the fire panel
 - e. Certification of system
12. Contractor will provide an analysis of the report along with recommendations for devices that require repairs and or replacement. Complete documentation of testing and a report of any deficiencies will be presented for LHA review prior to payment for services.

In addition to the required annual testing, the Contractor shall inspect the fire alarm panels listed in section 5.2 twice (2X) at a minimum of, once during the first (1st) quarter and once (1X) during the third (3rd) quarter.

All fire alarm panels shall be tested and left clear of trouble indications. Any deficiencies shall immediately be reported to the Authority and cured the same day the deficiency(s) is detected.

NOTE: For scheduled testing, the awarded contractor shall break down his/her lump sum price from the form for quote in a schedule of values to differentiate the cost of testing for each system. This break down shall be furnished to the LHA prior to invoicing for testing services. If this documentation is not provided, the contractor shall evenly divide the lump sum pricing by the number of systems serviced and invoice accordingly upon completion of these scheduled tasks.

5.4 REPAIRS / ON-CALL AS NEEDED CALL BACK SERVICES

Noted repairs from Tests and Inspections shall be reviewed by the LHA and scheduled replacements will occur in a timeframe acceptable to the LHA and AHJ. The cost for these repairs/replacements will be fixed price at the hourly rates stated on the Form for Quote.

The Contractor must also provide unlimited on-call as needed services, twenty-four (24) hour, three hundred sixty-five (365) days to insure minimum system downtime. The Contractor must respond to **regular, non-emergency service calls** within two (2) hours and emergency calls within one (1) hour, as reported by the Authority. The Contractor must return all calls within 30 minutes acknowledging the Authority's call. The cost for this service work will be fixed price at the hourly rates stated on the Form for Quote.

The Authority reserves the right to call upon any Contractor in the event that the awarded Contractor cannot provide services in a reasonable amount of time. At such time, a reasonable amount of time will be determined by the Owner and based upon the severity of the emergency/situation.

Prior authorization from the Authority is needed when two or more employees are necessary to complete the work.

The Contractor's failure to comply with the conditions specified herein shall be cause for immediate termination of this Agreement by the Owner without further obligation than the payment sums owed to the Contractor up to and including the date of termination.

The authority reserves the right to seek competitive quotes for substantial repairs when the value of such repairs would exceed the estimated value of this contract.

SECTION 6:

FORM FOR QUOTES

TO THE AWARDING AUTHORITY: Enter LHA Name and bid numbertext.

A. The undersigned proposes to comply with all terms and conditions and shall furnish all labor, material and equipment required to provide full maintenance and repair services and 24-hour emergency call-back services in accordance with all documents in RFQ number # Enter LHA IFB #. For the contract price specified below, subject to additions and deductions according to the terms of the bid documents and is certifying that he/she has submitted this bid in good faith after reviewing all bid documents provided in the IFB # Enter # by the LHA Name Housing Authority.

Quarterly Testing and Inspections for ALL Systems \$_____ ea. x 4 = \$_____ (1)
Listed in Section 5.2

State Elevator Recall Testing for ALL Systems \$_____ ea. x 4 \$_____ (2)
With Elevators Listed in Section 5.2

*Hourly Rates for Repairs (**Licensed Tradesman):

*Hourly Rate Monday – Friday 7:30 a.m. – 4:00 p.m. \$_____/hr. x 20hrs = \$_____ (3)

*Hourly Rate Monday – Friday 4:00 p.m. – 7:00 a.m. \$_____/hr. x 10hrs = \$_____ (4)

***Saturdays, Sundays, Holidays

Estimated Materials Allowance For Approved Repairs \$3,000.00 (5)

Total Quotation Equals the sum of lines 1-5 above \$_____.

Quantities, number of hours and estimated materials listed herein are estimates based on historic use and shall not guarantee any number of hours or amount of materials to be used under any contract pursuant to this RFQ.

*Hourly rates are inclusive of all fees, including but not limited to travel time, mileage, gas, truck/van fees and technician. Prior authorization from the Authority is needed when two or more employees are necessary to complete the work.

**Maintenance, repairs and service calls shall be a one Mechanic/Tradesman operation unless additional Mechanics/Tradesmen are approved by the Authority.

***Recognized Holidays for this Contract are: New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, , Thanksgiving Day and Christmas Day

B. This Quote includes Addendum No(s) _____ and _____.

Initials

Date

- C. 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 State, Federal and Local Laws.

- D. 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 Bidder

By:

Signature + Title of person signing Bid

Business Address

Date:

City and State

Note: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of general partners if different from business address.

SECTION 7:

BIDDER'S REFERENCE FORM

Provide with Form for Quotes

Bidders Name _____ Phone: () _____

LHA/Project Title: _____ Email: _____

The bidder must provide five (5) business references for projects performed & completed within the past five (5) years. Attach additional pages if necessary.

(1) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

(2) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

(3) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

(4) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

(5) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

References will be contacted to confirm the bidder's skills, abilities and qualifications to faithfully perform the work specified. The Authority reserves the right to contact references not listed above. The Bidder will be given the opportunity to explain any unfavorable references received from such outreach

SECTION 8: OWNER – CONTRACTOR AGREEMENT

This agreement made the [Enter](#) day of [Month and Year](#) by and between the [Name](#), Housing Authority hereinafter called the "Authority", and [Contractor name](#) hereinafter called the "Contractor

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

ARTICLE 1. SCOPE OF WORK: The Contractor proposes to furnish all labor, material and equipment required to provide Fire Alarm Testing, Maintenance and 24-hour Repair Services for the [Name](#), Housing Authority at [LHA address](#) of its housing developments as described in RFQ # [Enter IFB # here](#).

ARTICLE 2. CONTRACT DURATION: The Contract shall be for a one-year period beginning on [Click to enter date here](#) through [Click to enter date](#) with the option to renew for two (2) additional one-year periods, for a maximum total of three years. The renewal of any consecutive year is at the sole discretion of the Authority.

ARTICLE 3. CONTRACT SUM: The Authority shall pay the Contractor based on the conditions set forth in the contract documents and at the rates submitted on the Form For Quotes.

ARTICLE 4. The Contract Documents: The following together with this Agreement shall form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein, the Advertisement, Bid Documents # [Enter RFQ # here](#), Contract Forms, Conditions of the Contract, Specifications and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Condition of the Contract shall have the same meanings designated in those Conditions.

ARTICLE 5. RECAP 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 6 WORKERS 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.

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

[Contractors Name](#)

[LHA Name](#)

[Contractors street address](#)

[LHA street address](#)

[Contractors address city state zip](#)

[LHA address city state zip](#)

By:

By:

Date:

Date:

SECTION 9:

CERTIFICATE OF VOTE OF AUTHORIZATION

_____ 2018

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

(Corporation)

duly called and held at _____ on the _____ day of _____, 2018 at which a quorum was present and acting, it was voted that _____

(Name)

The duly qualified and acting _____ of the Corporation, be and hereby

(Title)

authorized to execute and deliver for the Corporation, a Contract with the **Enter text here.** Housing Authority for:

(Project)

in the City/Town of **Enter text here.**, Massachusetts, and as Principal to execute a contract with the **Enter text here.** Housing Authority.

I further certify that said vote has not been repealed, rescinded or amended.

A true copy of record.

Attest:

(Clerk of the Corporation)

_____, 2018

SUBSCRIBED AND SWORN TO THIS DAY OF _____ BEFORE ME.

(Notary Public)

My commission Expires: _____

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
KNOW ALL MEN BY THESE PRESENTS:**

That we, _____, as **Principal**, and _____, as **Surety**, are held and firmly bound unto the _____ **HOUSING AUTHORITY**, as **Obligee**, in the sum of _____ dollars (\$ _____)

to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said **Principal** has made a contract with the **Obligee**, bearing the date of _____, **20**__ for the _____ in _____, Massachusetts.

PROJECT TITLE

NOW, the condition of this obligation is such that if the **Principal** and all Subcontractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the **Surety**, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations changes or additions to said contract that may hereafter be made, notice to the **Surety** of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

IN THE EVENT, that the contract is abandoned by the **Principal**, or in the event that the Obligee, under the provisions of Article 19 of the General Conditions of said contract terminates the employment of the **Principal** or the authority of the **Principal** to continue the work, said **Surety** hereby further agrees that said **Surety** shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

IN WITNESS WHEREOF, the **Principal** and **Surety** have hereunto set their hands and seals this:

_____ Day of _____ 20__

PRINCIPAL _____

SURETY _____

By: _____

By: _____

SEAL

ATTORNEY-IN FACT

Attest: _____

Attest: _____

The rate for this bond is _____% for the first \$ _____ and _____% for the next \$ _____

The total premium for this bond is \$ _____

SECTION 11:

PAYMENT BOND

BOND NO. _____

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as **Principal**, and _____, as **Surety**, are held and firmly bound unto the _____ **HOUSING AUTHORITY**, as **Obligee**, in the sum of _____ dollars (\$ _____)

to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said **Principal** has made a contract with the **Obligee**, bearing the date of _____, **20**____ for the _____ in _____, Massachusetts.

PROJECT TITLE

NOW the conditions of this obligation are such that if the **Principal** and all subcontractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the **Surety** of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c.30 §39A, and M.G.L. c.149 §29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the **Principal** and **Surety** have hereunto set their hands and seals this:

_____ Day of _____ 20____

PRINCIPAL _____

SURETY _____

By: _____

By: _____

SEAL

ATTORNEY-IN FACT

Attest: _____

Attest: _____

The rate for this bond is ____% for the first \$_____ and ____% for the next \$_____

The total premium for this bond is \$_____

SECTION 12: APPENDICES

APPENDIX "A" PREVAILING WAGE RATES

APPENDIX "B" SUPPLEMENTARY FEDERAL REQUIREMENTS

Forms only applicable to Authorities with Federal Properties

Appendix B [Click to choose an item](#) apply to this Contract.