



Worcester

Housing Authority

PROJECT MANUAL

INVITATION FOR BIDS # 26-14

VACANT UNIT TASK FORCE CLEANING- (BERKSHIRE COUNTY)

RELEASE DATE: **April 8, 2026**

BID OPENING: **April 23, 2026, at 2:00 p.m.**

BOARD OF COMMISSIONERS

Joseph P. Carlson	Chairman
Joseph M. Capone	Vice-Chairman
Jose Ramos	Treasurer
William J. Eddy	Member
Rané Bracey-Westbrook	Member
Alex Corrales	Chief Executive Officer

Issued By:

Worcester Housing Authority
Purchasing Department
660 Lincoln Street
Worcester, MA 01605
Phone: (508) 635-3203
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purchasing@worcesterha.org

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BIDDER'S SUBMISSION CHECKLIST

This checklist is provided to assist bidders in determining what documents are required to be submitted with each bid.

Each General Bid shall be accompanied by:

1. Bid Price Form
2. Certificate of Corporation Clerk
3. Non-Collusive Affidavit of General Bidder
4. Certificate of Tax Compliance
5. Debarment/Suspension Form
6. Reference Form

**WORCESTER HOUSING AUTHORITY
PURCHASING DEPARTMENT
DAVID CODERRE, VP OF PROCUREMENT**

**INVITATION FOR BIDS # 26-14
VACANT UNIT TASK FORCE CLEANING
(BERKSHIRE COUNTY)**

IFB TERMS & CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth.

1. The Worcester Housing Authority (WHA) is soliciting bids for qualified contractors to support the Vacancy Unit Task Force in cleaning vacant units for re-occupancy throughout Berkshire County.
2. The WHA hereby requests bids in accordance with the following schedule:

IFB Release Date:	April 8, 2026
Bid Due Date:	2:00 p.m., April 23, 2026

3. The term of this contract shall extend for two years. Tentative start date: **May 1, 2026, through April 30, 2028.**
4. The WHA may award contracts to multiple contractors based on competitively bid unit prices. For each unit, the Authority shall issue a Unit Turnover Work Order identifying the required scope of work. The Contractor shall submit a cost estimate derived solely from the bid unit prices and quantities identified by the Authority. No lump sum pricing, re-quoting, or post-award price negotiation shall be permitted. Upon approval, the Authority will issue a Work Order authorizing the Contractor to proceed.
5. Bids shall be submitted at the **Purchasing Department, 660 Lincoln Street, Worcester, MA 01605** until the date and time specified above. **NO BIDS WILL BE ACCEPTED AFTER THIS TIME AND DATE SPECIFIED.**
6. Bids shall be sealed with the name and address of the bidder appearing in the upper left-hand corner of the envelope and properly labeled: "**Sealed Bid IFB # 26-14 Vacant Unit Task Force Cleaning-Berkshire County**". Further, all bids shall be submitted as one ORIGINAL and one COPY. WHA is not responsible for bids not properly marked.
7. Bids are subject to all applicable statutory provisions under Massachusetts General Laws (M.G.L.) Chapter 30B as well as provisions outlined in the Department of Housing and Urban Development (HUD) Handbook 7460.8 REV 2 which conforms to 24 CFR Part 85.
8. The VP of Procurement reserves the right to reject bids that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions as being informal. Conditional bids will not be accepted.
9. The Worcester Housing Authority reserves the right to waive any informalities or irregularities in any or all bids, or to reject any or all bids, in whole or in part, if it be in the WHA and public interest to do so.
10. The WHA is exempt from payment of Federal Excise Tax and from payment of Massachusetts Sales Tax. Any prices quoted as part of the program budget should not include payment of these taxes.
11. All questions or requests for clarification must be submitted in writing 7 days prior to opening by email to purchasing@worcesterha.org. The WHA shall issue a written response or Addendum, if required, for clarification. Please reference in the subject line: **IFB # 26-14 Vacant Unit Task Force Cleaning-Berkshire County.**
12. The Bidder shall indemnify and hold harmless the WHA, and its officers or agents, from any and all third-party claims arising from activities under this Agreement as set forth in M.G.L. c. 258, § 2 as amended. Further, the Offeror will hold harmless the WHA for damages arising from negligence, violation of the federal/state funding authority requirements, and/or failure to secure required and necessary insurance.
13. It is understood and agreed that it shall be a material breach of any contract resulting from this proposal for the Offeror to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B,

relative to discrimination in the hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age, or ancestry.

GENERAL PROVISIONS

ARTICLE 1 – BIDDER’S REPRESENTATION

- Each Bidder by making a bid represents that:
- The Bidder has read and understands the bid package and the bid is made in accordance therewith.
- The Bidder has visited the site and is familiar with the local conditions under which the work has to be performed.
- Failure to examine the bid package and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 – REQUEST FOR INTERPRETATION

- Bidders shall promptly notify the WHA of any ambiguity, inconsistency, or error which it may discover upon examination of the bid documents, the site, and/or local conditions.
- Bidders requiring clarification or interpretation of the bid documents shall make a written request to the WHA, via email provided.
- Interpretation, correction or change in the bid documents will be made by Addendum which will become part of the Invitation for Bids package. The WHA will not be held accountable for any oral instructions.
- Any Addendum issued will be provided in writing and emailed to all prospective Bidders that have requested a copy of this IFB package as well as posted on the WHA website. Any and all Addenda issued will be incorporated within the IFB by reference.

ARTICLE 3 – PREPARATION AND SUBMISSION OF BIDS

- Bids shall be submitted on the Bid Price Form furnished by the WHA.
- Timely delivery of a bid shall be the full responsibility of the Bidder.
- Estimated quantities indicated on the Bid Price Form or elsewhere in the IFB are estimates only and are given solely as a basis for the comparison of bids. WHA does not by implication or otherwise guarantee them to be even approximately correct. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the proposal.

ARTICLE 4 – WITHDRAWAL OF BIDS

- Before Opening the Bid
 - Any bid may be withdrawn prior to the time designated for receipt of bids upon written request. Withdrawal of bids must be confirmed over the Bidder’s signature by written notice post-marked or sent by facsimile on or before the date and time set for receipt of bids.
 - Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- After Opening the Bids
 - Bidders may withdraw a bid any time up to the time of Award or on demonstration, to the satisfaction of the WHA, that a bona fide clerical error was made during the preparation of the bid, after bids have been opened. Failure to conclusively demonstrate a bona fide clerical error may result in forfeiture of the bid deposit.

ARTICLE 5 – CONTRACT AWARD

- Award shall mean both the determination and selection of the lowest, responsible and eligible bidder.
- Lowest responsible and eligible bidder shall mean the General Bidder whose bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements for Bidders set forth in M.G.L. c.149 S44A-JJ and not debarred from bidding under M.G.L. c.149 S44C: and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
- This procurement is conducted pursuant to M.G.L. c.149 §§44A–J as a unit-price public construction contract for vacant unit turnover work.
- The Worcester Housing Authority (“Authority”) reserves the right to make multiple awards to the lowest responsible and eligible bidders. Each awarded contractor shall enter into an identical contract incorporating the unit prices submitted at bid.
- The Contract establishes a schedule of competitively bid unit prices for discrete construction activities. Work shall be authorized on a unit-by-unit basis through Unit Turnover Work Orders issued under the Contract.
- The quantities listed in the Bid Form are estimates only. The Authority makes no representation or guarantee that all or any portion of the estimated quantities will be ordered.
- Award of a Contract does not guarantee any minimum amount of work. Work may be performed by the Authority or assigned among awarded contractors in accordance with the Work Assignment Methodology.
- The Authority reserves the right to perform any portion of the work with its own forces. Contractors shall perform only those Unit-Price Scope Items specifically authorized in a Unit Turnover Work Order.
- The Authority’s decision to self-perform or assign work shall be made independently of any post-bid negotiation and shall not alter the competitively bid unit prices.
- The Authority retains the exclusive right to determine the scope of work required for each unit based on actual conditions. The Authority may include or exclude any Unit-Price Scope Items in a Unit Turnover Work Order. Contractors shall have no entitlement to perform all scope items in any unit.

ARTICLE 6 – WORK ASSIGNMENT METHODOLOGY

- Work authorized under Unit Turnover Work Orders shall be assigned among awarded contractors using the following predefined, non-discretionary methodology:
 - Step 1 – Self-Performance Determination
 - The Authority will first determine which scope items, if any, will be performed by Authority forces.
 - Step 2 – Contractor Assignment Pool
 - Remaining scope items will be assigned among awarded contractors using one or more of the following methods (as selected by the Authority and documented per Work Order):
 - Rotational Assignment: Contractors are assigned work in a rotating sequence;
 - Lowest Unit Price by Scope Category: The contractor with the lowest bid unit price for the applicable scope item is selected;
 - Capacity/Availability: Assignment based on documented contractor availability to meet schedule requirements.
 - The Authority shall document the basis for assignment for each Work Order. No post-award negotiation of unit prices shall be permitted
- The term “Request for Quote” shall not apply to this procurement. All pricing was established at bid and shall remain fixed for the duration of the Contract.
- Contractors shall not compete for individual Work Orders through revised pricing, proposals, or quotations after contract award.

ARTICLE 7 – CONTRACT APPROVAL

- Upon award, the successful bidder will be required to meet certain criteria before a contract may be issued. The successful Bidder will be requested to submit originals of each of the following:
 - Insurance Certificates for the successful bidder are required and must be submitted to the WHA;
 - Commercial General Liability Insurance. Contractor will provide the WHA with Certificates of Insurance covering public liability in an amount not less than \$500,000.00 for damages to one person, and not less than \$1,000,000.00 per accident. The bidder will name the WHA as co-insured on said policy.
 - Automobile Liability Insurance. The bidder will provide the WHA with Certificates of Insurance covering automobile liability in an amount not less than \$1,000,000.00 for combined single limit per accident. The bidder will name the WHA as co-insured on said policy.
 - Workers' Compensation Insurance. The bidder will furnish the WHA with Certificates of Insurance covering all employees funding through contract with the WHA, as being protected under the worker's compensation policy.
 - Other certificates as may be determined by the WHA.

DEFINITIONS:

- **Unit Turnover Work Order / Vacancy Work Order**
A written authorization issued by the Authority directing the Contractor to perform a defined subset of competitively bid construction work for a specific unit. This is not a separate contract.
- **Unit-Price Scope Items**
Discrete construction activities priced at bid time.
- **Estimated Quantities**
Quantities used for bid comparison only. No guarantee is made.
- **Authority Self-Performance**
Work performed by WHA staff.

Vacancy Unit Task Force

Apartment Cleaning & Unit Preparation Specifications

Overview

Apartment cleaning services for Vacancy Unit Task Force units shall be performed in **two distinct phases: PREP Cleaning and FINAL Cleaning**. The Contractor shall complete each phase only when authorized by the Authority and in coordination with maintenance, painting, flooring, and other trades.

Phase I – PREP Cleaning (Initial Turnover)

Purpose

PREP Cleaning is performed **upon receipt of the vacant unit from the host housing authority** and prior to the start of painting, flooring, and repair work. The intent of this phase is to fully prepare the unit for maintenance and renovation activities.

PREP Cleaning Scope of Work

The Contractor shall provide labor, supervision, equipment, dumpsters and supplies necessary to complete the following tasks:

A. Floor and Surface Preparation

- Strip existing floor finish from all applicable hard surface flooring
- Mop all hard surface flooring
- Broom sweep all rooms following stripping and debris removal

B. Wall Preparation

- Scrape walls to remove debris, loose material, residue, and surface build-up
- Remove nails, anchors, hooks, and fasteners
- Sand and patch walls where nails or minor surface damage is removed
- Clean walls to remove dust, grease, and residue

C. Window and Fixture Removal

- Remove all window shades and associated hardware
- Remove all electrical outlet plate covers and light switch covers

D. Kitchen Preparation

- Remove all contents from cabinets
- Clean cabinet interiors and exteriors
- Clean appliances (interior and exterior)
- Disconnect and move appliances to the center of the room to facilitate flooring and wall work

E. Bathroom Preparation

- Remove toilet seats

- Remove existing tub and shower caulking
- Clean bathroom fixtures and surfaces as part of prep activities

F. Heating Equipment

- Remove radiator covers
- Clean radiator covers prior to reinstallation or storage as directed

G. Unit Clean Out and Junk Removal

- Remove all debris from inside the unit
- Contractor is responsible for the disposal of all trash

Phase II – FINAL Cleaning (Post-Construction / Move-In Ready)

Purpose

FINAL Cleaning shall be performed **after all maintenance, painting, flooring, appliance installation, and other work is fully completed**. The intent is to deliver a **clean, sanitary, and move-in-ready unit**.

FINAL Cleaning Scope of Work

The Contractor shall complete the following:

A. Floors

- Apply floor finish and wax all applicable hard surface flooring. Broom sweep and wet mop entire hard surface flooring
- Clean and dust baseboards and cove base
- Floors must be clean, evenly finished, and free of residue or streaks

B. Walls, Windows, and Surfaces

- Wipe down all walls to remove dust, fingerprints, and marks
- Clean interior window glass
- Clean window sills and tracks

C. Kitchen and Bath Final Cleaning

- Wash and sanitize sinks, bathtubs, and countertops
- Final wipe-down and polishing of all fixtures

D. Appliances

- Return appliances to their original installed locations
- Wipe down appliance exteriors to remove dust, fingerprints, and residue

Quality Standards (Both Phases)

- Work must be performed in a professional manner consistent with residential unit standards
- No visible dust, debris, residue, or odor shall remain

- All work is subject to inspection and approval by the Worcester Housing Authority
- Any deficiencies identified by the WHA during the punch list phase will be corrected at no additional cost

Coordination & Scheduling

- PREP and FINAL Cleaning shall be scheduled at the direction of the Worcester Housing Authority
- Contractor shall coordinate closely with maintenance and other vendors to avoid delays
- Failure to meet required timelines may result in back charges or removal from the task force rotation
- The Contractor must complete the initial phase of cleaning within 3 days of being notified of the work.
- The Contractor must complete the final phase of cleaning within 3 days of being notified of the work.

Invoicing

1. The Contractor shall invoice the WHA on a weekly basis for all units **completed** that week.
2. Invoicing must be in the format listed below:
 - a. **Invoice Number:** Each invoice must have a unique invoice number.
 - b. **Development Name:** (i.e. #X Great Brook Valley, #XX, #X Curtis Apartments Apt #X, 40 Belmont St #X, etc.)
 - c. **Description by the Number of Bedrooms:** (2 Bedroom, 3 Bedroom-1 Story, 3 Bedroom-2 Story, etc.)
 - d. **Submission Order:** Invoices should be submitted in order by development (i.e., all Great Brook Valley units together and in order by number of bedrooms – all one bedrooms together, all 2 bedrooms together, all 3-bedroom, 1 story together, all 3-bedroom, 2 story together, etc.)
2. Invoices should be emailed to travagloromeo@worchesterha.org Alternatively, if mailing, please send to:

Worcester Housing Authority
 Development Dept
 630 Plantation St
 Worcester, MA 01605

Certified Payroll Reports (CPRs)

Certified Payroll Reports (CPRs) must be submitted along with invoices. CPRs must be completed and submitted weekly. Invoices will not be processed or paid without the corresponding completed CPRs.

BID PRICE FORM

- A. PROPOSAL. The undersigned proposes to furnish all labor, materials (other than materials based on specifications in the scope), equipment, transportation, etc. required to provide cleaning services, in accordance with the specifications contained herein, throughout various sites throughout Berkshire County.
- B. ADDENDA. Bidder hereby acknowledges addenda number (if applicable): _____, _____, _____
- C. CONTRACT PRICE. Proposed pricing is as follows:

STATE SITES <i>Unit Sizes Vary by Property</i>			
DESCRIPTION- CLEANING SERVICES	EST. QTY.	QUANTITY TYPE	TOTAL COST PER HOUR
Standard Hourly Rate for Cleaning Services	420	HOURS	\$
TOTAL			\$

COMPANY NAME: _____

- D. CONTRACT. The undersigned agrees that, if he is selected as General Contractor, he will, within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid.
- E. LABOR & HARMONY. 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 MGL.c.30B.
- F. NON-COLLUSION. The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith, fair, and 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.
- G. TAX COMPLIANCE. Pursuant to M.G.L. c.62(c) §49(a), the individual signing this document 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.
- H. DEBARMENT: The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.
- I. INSURANCE: The undersigned agrees to provide an Insurance Certificate specifying the Worcester Housing Authority as "Additional Insured".

Company Name

Address

Email

Phone

EID #

Signature & Date

Print Name & Title

NON-COLLUSIVE AFFIDAVIT OF GENERAL BIDDER

Affiant is _____ (an officer/sole proprietor) of _____
noted on the Certificate of Corporation Clerk/Sole Proprietor.

The bidder that has submitted the attached bid.

Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the said bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, Firm or Person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication to conference with any other Bidder, Firm, or Person to fix the price or prices in the attached bid or of any other Bidder, or to fix an overhead, profit, or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Worcester Housing Authority or any person interested in the proposed Contract.

The price quoted in the attached bid is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representative or employees, owners or parties in interest, including this affiant.

Signed: _____

By: _____

Title: _____

Date: _____

CERTIFICATE OF CORPORATION CLERK

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

VOTED: That _____ in his capacity as _____ of this corporation be authorized, and he is hereby so authorized, to prepare and execute a contract to the Worcester Housing Authority in response to its request for proposals for

_____ and that such contract may be submitted upon such terms and conditions as he shall decide;

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

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

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

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

(Name of Corporation)

this _____ day of _____,

(Corporate Clerk)

CERTIFICATE OF TAX COMPLIANCE

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

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

Signed: _____

By: _____

Title: _____

Date: _____

DEBARMENT/SUSPENSION FORM

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

The undersigned, on behalf of _____ (company name), hereby certifies, under the penalties of perjury, that neither they nor any principal(s) of the company identified above is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department of agency.

Signed: _____

By: _____

Title: _____

Date: _____

REFERENCE FORM

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

REFERENCE: _____

ADDRESS: _____

CONTACT: _____

PHONE/EMAIL: _____

Description and dates of service with contract \$\$ value.

REFERENCE: _____

ADDRESS: _____

CONTACT: _____

PHONE/EMAIL: _____

Description and dates of service with contract \$\$ value.

REFERENCE: _____

ADDRESS: _____

CONTACT: _____

PHONE/EMAIL: _____

Description and dates of service with contract \$\$ value.

REFERENCE: _____

ADDRESS: _____

CONTACT: _____

PHONE/EMAIL: _____

Description and dates of service with contract \$\$ value.

WORCESTER HOUSING AUTHORITY

AGREEMENT NO. ____

THIS AGREEMENT is entered into this ____ day of _____, by and between the Worcester Housing Authority, a body politic and corporate with principal offices located at 630A Plantation St., Worcester, MA, (hereinafter referred to as "WHA") and

[Contractor Name]
[Address]
[City, State, Zip]
[Email]
[Phone/Fax]

(Hereinafter referred to as the "Contractor")

This Agreement consists of four parts:
Section A. General Provisions;
Section B. Invitation for Bid;
Section C. Submitted Bid Form;
Section D. All other referenced attachments

WITNESSETH

WHEREAS, the WHA has been authorized by its Board of Commissioners to enter into contracts on behalf of the WHA and funded under State and/or state funding sources as identified herein; and

WHEREAS, the WHA is undertaking certain activities pursuant to grant or other funding source requirements; and

WHEREAS, the WHA and the Contractor do mutually agree as follows:

Section A: General Provisions:

The Contractor agrees to provide: **[PROJECT]** as awarded by the WHA.

1. Work Statement

All work to be performed as set forth in the Invitation for Bids.

2. Term of Agreement

- a. The term of this contract shall extend from:
[CONTACT DATE]
- b. This period of performance may be amended, extended or renewed only by duly signed written agreement of the parties.

3. Obligational Amount

[INSERT CONTRACT PRICING]

The WHA agrees to compensate the Contractor under this Agreement at the pricing provided in the accepted bid documents.

Funds will be make available by the WHA to the Contractor consistent with the Bid Form.

4. Availability of Funds

a. This Agreement is contingent upon the receipt of funds and continued authorization for program/project activities and services. In the event that such become unavailable for any reason, or authorization for the activities described herein is withdrawn or otherwise modified, the WHA has the unilateral right and discretion to terminate this Agreement upon five (5) days written notice. In the event of such termination, the procedures outlined under clause 10 "Conditions of Termination", herein, shall become operative.

b. In the event that funds are reduced, or authorization for program/project activities modified, the WHA also retains the unilateral right and discretion to modify this Agreement pursuant to clause 7 "Reduction of Contract Obligational Amount".

5. Reduction of Contract Obligational Amount

a. In the event funds to the WHA are reduced for any reason, the WHA may unilaterally reduce funding of this Agreement upon five (5) days written notice to the Contractor. A reduction of services commensurate with reduction of funding will be determined by the WHA.

b. The WHA reserves the right to reduce the obligational amount under this Agreement in the event that expenditure of funds by the Contractor for eligible activities is at such a rate as to likely result in a surplus at the termination date of this Agreement.

6. Disallowed Funds

a. In the event that the expenses of the Contractor pursuant to this Agreement are disallowed by State or state funding sources, the Contractor is responsible for the resulting loss, if any, sustained by said disallowance.

7. Termination of Agreement

a. Termination by the WHA

i. Termination for Cause

If the Contractor fails to perform in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the terms, covenants and/or conditions of this Agreement, the WHA may terminate this Agreement, in whole or in part, by giving five (5) days written notice of termination to the Contractor of said termination, specifying the reason(s) thereof.

ii. Termination for Fraud

This Agreement will be terminated immediately in the event of fraud or program abuse.

iii. Termination for Convenience

The WHA may terminate this Agreement, in whole or in part, when such termination is deemed to be in the best interest of the WHA. In such case, the WHA may terminate this Agreement by giving thirty (30) days written notice of termination.

iv. Termination Due to Unavailability of Funds

The WHA may terminate this Agreement, in whole or in part, upon five (5) days written notice of termination based upon funding availability as described in clause 6.

b. Termination of Agreement by Contractor

1. In the event the WHA shall fail to fulfill its obligations under this Agreement, or in the event the WHA shall violate any of the terms, covenants and conditions of this Agreement, the Contractor shall, after an administrative hearing and determination that a breach exists, have the right to terminate this Agreement, by giving a thirty (30) day written notice of termination.

2. The administrative hearing shall be conducted by the WHA within fifteen (15) days of receipt of written hearing request.

8. Conditions of Termination

a. In any and all cases of termination of Agreement, as described above, all records, documents, assets, property and equipment purchased by the Contractor, on behalf of the WHA, with funds provided under this Agreement, shall at the option of the WHA become the property of the WHA.

b. In case of termination, the Contractor shall be entitled to receive compensation for any work satisfactorily completed or shall be entitled to costs incurred to the date of termination. Such compensation shall be as described in Section C, "Conditions of Compensation".

c. The Contractor, in case of such termination, as outlined in Clause 9, shall not be relieved of liability to the WHA for damages sustained for personal injury, property damage and/or by virtue of any breach of the Agreement by the Contractor.

d. Upon such termination, the WHA may withhold any payments to the Contractor for the purpose of set-off until such time as exact amount of damages to the WHA is determined.

9. Withholding of Payment

a. If the Contractor is found to be in non-compliance with any provision of this Agreement, the WHA will notify the Contractor in writing and the Contractor will be allowed fifteen (15) days to meet compliance requirements.

b. If, after said fifteen (15) day period, the Contractor fails to comply, the WHA may reduce or withhold payment to the Contractor until such compliance is rendered.

10. Assurances

The Contractor accepts sole responsibility for ensuring that all activities undertaken pursuant to this Agreement comply with all applicable State, state and local laws, rules and regulations.

11. Subcontracts

The Contractor shall not subcontract, assign or transfer any of the services provided under this Agreement without the prior written consent of the WHA.

12. Conflict of Interest

Issues of conflict of interest shall be resolved according to M.G.L. c. 268A and the requirements of any and all public funding source under this Agreement, whichever is more restrictive. It is the responsibility of the Contractor to ensure that all conflict-of-interest requirements are adhered to.

13. Reports and Record Keeping

a. The Contractor agrees to submit all written reports and financial invoices to the WHA as required and in accordance with all reporting formats provided and specified herein, if any.

b. The Contractor agrees to retain said reports, records and supporting documentation for six (6) years or until such time any issues in an open audit are resolved.

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

d. The Contractor hereby certifies and warrants the truth, accuracy and completeness of all required documents filed with the WHA in connection with this Agreement and incorporated by reference:

14. Indemnification

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

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

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

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

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

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

4. Professional Liability Insurance. The Contractor shall furnish the WHA with certificates showing coverage of \$1 million and indicating coverage includes errors and omissions.

5. Upon award of this Agreement, the Contractor shall submit copies of the Certificates of Insurance identifying the WHA as co-insured.

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

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

15. Copyright

No reports, maps or other documents produced in whole or in part under this Agreement shall be subject to a copyright, patent by or on behalf of the Contractor, unless the WHA is given unlimited license to use such copyright or patent.

16. Title to Equipment

a. Title to any equipment purchased with funds under this Agreement, and on behalf of the WHA, for its exclusive use, and valued over two hundred fifty dollars (\$250.00) shall be retained by the WHA. At the termination of this Agreement, and any subsequent Agreement regarding the continuation of program services, the WHA may take possession of the equipment to ensure its continued use in activities fully compatible with the goals and mission of the WHA.

b. The Contractor shall establish and keep current an inventory of all non-expendable supplies and equipment purchased by funds provided under this Agreement and on behalf of the WHA.

17. Personnel Procedures

a. Personnel employed by the Contractor under this Agreement shall not be considered employees of the WHA.

b. The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, national origin, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable State and state laws, rules and regulations prohibiting discrimination in employment.

18. Amendments

a. From time to time, either party to this Agreement may request changes in the scope of services, operational plan, conditions of compensation, budget or term of the Agreement. Such changes, which are mutually agreed upon by the WHA and the Contractor, must be incorporated into this Agreement by written amendment and duly executed by both parties.

b. In the event that State or state policies or procedures governing this Agreement are modified during the period of performance as described under clause 2, such modification shall be incorporated into this Agreement by reference to same.

19. Advertising

All advertising related to this Agreement, i.e. stationery, press releases, newspaper articles, pamphlets and flyers, must refer to the WHA as a funding source. Copies of such materials are to be sent to the WHA in advance of publication.

20. Severability

If any provision in this Agreement is determined to be illegal, unenforceable or void by a court of competent jurisdiction, then that provision shall be deemed severed from this Agreement. All other provisions of this Agreement shall continue in full force.

21. Governing Laws and Jurisdiction

The WHA and the Contractor do mutually agree that the laws of the Commonwealth of Massachusetts govern this Agreement, except as otherwise provided by State law, rules and regulations with respect to State funds. The parties further agree that jurisdiction over any dispute arising out of this Agreement shall be limited to any court of competent jurisdiction within the Commonwealth of Massachusetts.

IN WITNESS THEREOF the Worcester Housing Authority and the Contractor have executed this Agreement as of the Date first above written.

[CONTRACTOR NAME]

WORCESTER HOUSING AUTHORITY

By: _____

By: _____

Title: _____

Alex Corrales, Chief Executive Officer

Date: _____

Date: _____