

Brookline Center for Community Mental Health

AWARDING AUTHORITY: Brookline Center for Community Mental Health

ADDRESS: 41 Garrison Rd., Brookline, MA 02445

BID SUBMITTED BY

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

TELEPHONE NUMBER: _____

LIABILITY INSURANCE CO: _____

Bids must be Sealed and returned to: Brookline Center, 41 Garrison Rd., Brookline, MA 02445 PRIOR to 5:00 PM on the date listed below.

BID PERIOD: FROM: 2/26/2020

TO: 3/18/2020

Equal Opportunity and Affirmative Action:

The successful contractor must covenant and agree to abide by the Federal and State regulations pertaining to Equal Employment as set forth in **EXECUTIVE ORDERS 11246, 11375, 11625, and 41 CFR Part 60-4, Section III of the Housing and Urban Development Act of 1968 (12 USC 170u), as amended and HUD Regulations at 24 CFR Part 135.**

In summary, these regulations require project participants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin and project participants will take appropriate measures to employ minority owned businesses.

BROOKLINE CENTER FOR COMMUNITY MENTAL HEALTH

SOLICITATION OF BIDS

Brookline Center for Community Mental Health (Brookline Center) at 41 Garrison Rd., Brookline (Awarding Authority) invites SEALED bids from general contractors for the installation of new furnace and HVAC mini-split systems located at 41 Garrison Rd., in accordance with the documents prepared by Henry White.

The project will consist of replacing the current HVAC system in 41 Garrison Rd. with a high efficiency furnace and air-conditioner to heat the first, second and third floor of the building. The proposed new heating system will consist of 2 twinned boilers 3.5 tonnage (95% AFUE) with indoor coils that are multispeed systems to adjust output to energy demands. In addition, ground floor of the facility will be heated and cooled with two ultra- high efficiency split systems. New outdoor condensers will be installed for air conditioning. To improve overall air quality, outdoor fresh air ventilation will be introduced into the HVAC system in an energy efficient manner using an energy recovery ventilator that pre- heats or cools outdoor ventilation air.

Bid Documents and Specifications Appendix may be seen or examined at the following place during normal business hours, after issuance of the documents:

Brookline Center, 41 Garrison Rd. Brookline between 9 AM – 5 PM Mon-Fri.

Bids from contractors will be received by the Brookline Center until 5 PM, 3/18/2020, prevailing time at which time and place they will be publicly opened and read aloud. Prospective bidders must comply with the requirements established in the construction bid package.

**QUESTIONS REGARDING THE BID PROCESS SHOULD BE DIRECTED TO:
Henry White, 617-277-8107, henrywhite@brooklinecenter.org.**

The lowest qualified bid representing the complete scope of work from a QUALIFIED CONTRACTOR will be considered.

The Awarding Authority reserves the right to reject any and all proposals. The Awarding Authority also reserves the right to waive any irregularity, informality, or technicality in the proposals in the Awarding Authority's best interest, and is not obligated to award a contract based upon the lowest priced submission. If terms cannot be mutually agreed upon, the Awarding Authority will enter into negotiations with another contractor.

REQUIRED DOCUMENT CHECKLIST

Please be advised that only complete bids containing all of the following information will be considered.

PLEASE SUBMIT THE FOLLOWING FORMS WITH YOUR BID SUBMISSION

- Completed Form for Bid
- Non-Collusion Affidavit
- Certificate of State Tax
- Vote of Corporate Authorization
- Certification Regarding Debarment
- Affirmative Action Certification for MBE/WBE Participation
- Schedule for MBE/WBE Participation
- Copy of Insurance Binder
- Bond Requirements

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each Bidder by making a Bid represents that:
 1. The Bidder has read and understands the Contract Documents and the Bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the Bid as submitted.

ARTICLE 2 - REQUESTS FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make such request to the Owner.

ARTICLE 3 - PREPARATION AND SUBMISSION OF BIDS

- 3.1 Bids shall be submitted on the "Form for General Bids" as appropriate, furnished at no cost by the Owner.
- 3.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 3.3 Where so indicated on the Bid Form, 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.
- 3.5 The Bid, including bid deposit (if required), shall be enclosed in a sealed envelope with the following plainly marked on the outside:

BID FOR:

 - **Furnace Replacement – Brookline Center**
 - **BIDDER'S NAME AND BUSINESS ADDRESS**
 - **PHONE NUMBER & CONTACT PERSON**
- 3.6 Date and time for receipt of Bids is set forth in the Solicitation of Bids.
- 3.7 Timely delivery of a Bid at the location designated shall be the full responsibility of the Bidders.

ARTICLE 4 – ALTERNATES – IF APPLICABLE

- 4.1 Each Bidder shall acknowledge Alternates in Section C of the Form for General Bid.
- 4.2 In the event an Alternate does not involve a change in the amount of the base bid,

the Bidder shall so indicate by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.

- 4.3 Bidders shall enter on the Form for General Bid a single amount for each Alternate for work performed by the Contractor.
- 4.4 The low bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 5 - WITHDRAWAL OF BIDS

5.1 Before Opening Bids

- 5.1.1 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.
- 5.1.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

5.2 After Opening Bids

Bidders may withdraw a bid without penalty, any time up to the Award as defined in paragraph 6.1, and upon demonstrating, to the satisfaction of The Brookline Center, that a bona fide clerical error was made during the preparation of the bid.

ARTICLE 6 - CONTRACT AWARD

- 6.1 Award means the determination and selection of the lowest, responsive, responsible and eligible Bidder, by The Brookline Center. The Brookline Center will award the contract to the lowest responsible and eligible Bidder within thirty (30) days, Saturdays, Sundays, and legal holidays excluded after the opening of Bids.
- 6.2 The Owner reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 6.3 The Owner also reserves the right to reject any Bid if it determines that such Bid does not represent the Bid of a person competent to perform the work as specified or if less than 3 Bids are received.
- 6.4 The term "lowest responsible and eligible bidder" shall mean the 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 set forth in M.G.L. c.30 §39M and not debarred from bidding under M.G.L. c.149 §44C; 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.

ARTICLE 7 - FORMS REQUIRED AT CONTRACT APPROVAL

- 7.1 Upon award, the Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the Contractor by Owner, and three (3) originals must be submitted.
 - 1 Owner/Contractor Agreement.**
 - 2 Form of Corporate Vote (If applicable)**
 - 3 Non-Collusion Affidavit**
 - 4 Certificate of Payment of State Tax**
 - 5 Affirmative Action Certification for MBE/WBE Participation**
 - 6 Schedule for MBE/WBE Participation**
 - 7 Copy of Insurance Binder naming the Town of Brookline as an additional insured party**
- 7.2 Insurance Certificates for the coverage required by Article 9 of the General Provisions must be submitted prior to contract validation.

- 7.5 The Notice to Proceed for construction shall not be issued until the Owner/Contractor Agreement has been validated by the Awarding Authority.
- 7.6 Incomplete or unacceptable submissions of the forms as required above will delay the validation of the Owner/Contractor Agreement by the Brookline Center.

ARTICLE 8 – FEDERAL REQUIREMENTS

8.1 This Contract is financed in whole or in part with funds received from the United States Department of Housing and Urban Development (hereinafter “HUD”). When multiple HUD program sources are used, the regulations of the source funding by funded activity will govern the applicability of specific requirements. Pursuant to the provisions applicable to such HUD financial assistance, all contracts entered into as a result of or in connection with this Agreement, shall comply with the following:

FAIR HOUSING AND EQUAL OPPORTUNITY.

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the regulations at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or subjected to discrimination under any program or activity receiving Federal (hereinafter “HUD”) financial assistance, and that the Subrecipient of said financial assistance shall immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of HUD financial assistance extended to the Subrecipient, this assurance shall obligate the Subrecipient, or in the case of a transfer of such real property or structure, any transferee, for the period during which said financial assistance is extended.
- (b) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), as amended, popularly known as the Fair Housing Act, which prohibits discrimination in the sale, rental, or advertising of dwellings, in the provision of brokerage services, or in the availability of residential real estate related transactions, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex, or national origin.
- (c) Executive Order 11063, as amended by Executive Order 12259, and the regulations at 24 CFR Part 107, which prohibit discrimination on the basis of race, color, religion, sex, or national origin in the sale, leasing, rental, or other disposition of residential property and related facilities including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are financed in whole or in part with HUD funds.
- (d) The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq) as amended, and the regulations at 24 CFR Part 146, which prohibits discrimination on the basis of age in programs or activities receiving HUD financial assistance.
- (e) Section 282 of Title II of the Cranston-Gonzalez National Affordable Housing Act

(Public Law 101- 625), and the regulations at 24 CFR 92.350, which provides that no person in the United States shall on the grounds of race, color, religion, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME Investment Partnership funds (hereinafter "HOME Funds").

8.2. EMPLOYMENT AND CONTRACTING OPPORTUNITIES.

- (a) Executive Order 11246, as amended by Executive Order 12066 (41 CFR Chapter 60), and the regulations at 24 CFR Part 130, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of HUD assisted construction contracts. Participating contractors and subcontractors must take affirmative action to ensure fair treatment in employment, upgrading, demotion, transfer, recruitment and recruitment advertising; layoff and termination; rates of pay and compensation; and selection for training and apprenticeship. This provision shall apply to all construction contracts of \$10,000.00 or more entered into by Subrecipient as a result of or in connection with this Loan Agreement.
- (b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), (24 CFR Part 135) which requires that, to the greatest extent feasible, opportunities for training and employment arising in connection with any project assisted with HUD funds be given to lower income persons residing within the project, project area, unit of local government, or metropolitan area. Contracts awarded in connection with said HUD financial assistance, must, to the greatest extent feasible, be awarded to eligible business concerns which are located in, or are owned in substantial part by persons residing in the same metropolitan area as the project.
- (c) Executive Orders 11625, 12432 and 12138 which require that efforts be made to encourage the use of minority and women's business enterprises in connection with construction contracts or subcontracts of \$25,000.00 or more, financed in whole or in part with HUD financial assistance.

8.3. LABOR STANDARDS.

Davis-Bacon Act as amended (40 U.S.C 276a - 276a-5.) All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

B. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to

labor standards.

C. Copeland Anti-Kickback Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions.

8.4. HANDICAPPED ACCESSIBILITY.

- (a) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and the regulations at 24 CFR Part 8, which require that no individual shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving HUD financial assistance, and establishes design and construction standards for certain new or altered multifamily residential and nonresidential buildings, incorporating Sections 3-8 of the Uniform Federal Accessibility Standards (UFAS).
- (b) The Fair Housing Amendments Act of 1988 (Pub. L. 101-430), amending Title VIII of the Civil Rights Act of 1968, and the regulations at 54 FR 3232, January 23, 1989, which prohibits discrimination in the sale, rental or advertising of dwellings, in the provision of brokerage services, or in the availability of residential real estate related transactions, included otherwise making unavailable or denying a dwelling to any person, because of handicap or familial status, and establishes design and construction standards for certain covered multifamily dwellings containing four (4) or more dwelling units, for first occupancy on or after March 13, 1991, incorporating the American National Standard for buildings and facilities providing accessibility and usability for physically handicapped people (ANSI A117.1-1986).
- (c) The American with Disabilities Act (42 U.S.C. 12131; U.S.C. 155, 201, 218 and 225) states that discrimination includes the failure to design and construct facilities (built for first occupancy after January 26, 1993) that are accessible to and usable by persons with disabilities. The Act also requires the removal of architectural and communications barriers that are structural in nature in existing facilities. Removal must be readily achievable, easily accomplishable and able to be carried out without much difficulty or expense.

8.5. NATIONAL FLOOD INSURANCE PROGRAM.

All applicable standards, orders or requirements issued pursuant to Sections 102(a) and 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.), and the HUD regulations at 24 CFR 570.605, which prohibit Federal financial assistance for acquisition or construction purposes in any area that has been identified by the Federal Emergency Management Agency (FEMA) as an area having special flood hazards, unless the community in which such area is situated is participating in the National Flood Insurance Program in accordance with the provisions of 44 CFR Parts 59-79, and unless flood insurance is obtained.

8.6. LEAD-BASED PAINT.

All applicable standards, orders or requirements issued pursuant to Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention act (42 U.S.C. 4822 et seq.), the HUD regulations at 24 CFR Part 35 and 24 CFR 982.401(j), which prohibits use of lead-based paint in residential

structures constructed or rehabilitated with HUD financial assistance, and establishes procedures to eliminate as far as practicable the hazards due to the presence of paint which may contain lead and to which children under seven years of age may be exposed in existing housing which is rehabilitated with said financial assistance.

8.7. ASBESTOS.

The EPA standards for Hazardous Air Pollutants (NESHAPS) at 40 CFR Part 61, Subpart M (asbestos), which apply to the HUD financed renovation or demolition of residential properties of five (5) or more units, and the Occupational Health and Safety Administration (OSHA) asbestos regulations at 29 CFR Part 1910.1001, which apply to all private sector work places where there is an employee/employer relationship and where asbestos is present.

8.8. CONFLICT OF INTEREST.

The regulations at 24 CFR Part 85.36 and 24 CFR Part 92.356 (applicable to CDBG Funds), and the provisions of OMB Circular A-110, which specify that no person who is an employee, agent, consultant, officer, or elected official or appointed official of an authorized Subrecipient of HUD funds, or of any designated public agencies, or subrecipients which are receiving such HUD funds, who exercise or have exercised any functions or responsibilities with respect to HUD activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HUD assisted activity, or have an interest in a contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

8.9. LOBBYING.

- (a) No Federal funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

8.10. CONTRACTOR ELIGIBILITY.

The HUD regulations at 24 CFR Part 24 and 24 CFR Part 85.35, which prohibit the use of HUD financial assistance to directly or indirectly employ, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment,

suspension, or placement in ineligibility status.

8.11. MISCELLANEOUS CONTRACT PROVISIONS.

All contracts entered into by Subrecipient as a result of or in connection with this Agreement shall contain the following provisions, as applicable:

- (a) Provisions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- (b) For all contracts in excess of \$10,000.00 provisions for termination by Subrecipient for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition such contracts will describe conditions under which the contract may be terminated for default, or terminated because of circumstances beyond the control of the contractor.
- (c) Provisions granting access to the [Locality], HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor or Subrecipient which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
- (d) Provisions requiring Subrecipient and the contractor to maintain all required records for five (5) years after Subrecipient makes final payment and all other pending matters are closed.

8.12. OTHER FEDERAL REQUIREMENTS

- (a) 24 CFR 5.105(a), Nondiscrimination and equal opportunity.
- (b) 14. 24 CFR 92.351 Affirmative marketing; minority outreach program. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. (The affirmative marketing procedures do not apply to families with Section 8 tenant-based rental housing assistance or families with tenant-based rental assistance provided with HOME funds. The Subrecipient shall develop an affirmative marketing program which shall be submitted to the [Locality] for approval.
- (c) Minority Outreach. 24 CFR 85.36(e) describes actions to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.
- (d) National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58.
- (e) 24 CFR 92.353 Displacement, relocation, and acquisition minimizing displacement. Take all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit Brookline Centers, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe,

sanitary, and affordable dwelling unit in the building/complex upon completion of the project.

- (f) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and 49 CFR part 24.
- (g) 92.357 Executive Order 12372. General. Executive Order 12372, as amended by Executive Order 12416 (3 CFR, 1982 Comp., p 197 and 3 CFR, 1983 Comp., p. 186) (Intergovernmental Review of Federal Programs) and HUD's implementing regulations at 24 CFR part 52.
- (h) Acquisition of Real Property 49 CFR Part 24, Subpart B.
- (i) OMB Circular No. A-122 "Cost Principles for Non-Profit Brookline Centers"
- (j) 24 CFR part 84, Uniform Administrative Requirements, 84.2, 84.5, 84.13 - 84.16, 84.21, 84.22, 84.26
- 84.28, 84.30, 84.31, 84.34 - 84.37, 84.40 - 84.48, 84.51, 84.60, 84.62, 84.72, and 84.73.
- (k) 24 CFR Part 92.257, Religious Brookline Centers, HOME funds may not be provided to primarily religious Brookline Centers, such as churches, for any activity, including secular activities. The completed project must be used for secular purposes, available to all persons regardless of religion.
- (l) 24 CFR Part 58, Environmental Reviews, funds cannot be committed to this project until a Release of Funds has been received from HUD.

END OF SECTION

PROJECT SPECIFICATIONS

DIVISION 1

1.01 GENERAL SCOPE OF THE WORK

The Work of the Contract consists of installation of high efficiency heating and cooling systems in 41 Garrison Road.

1. Install new heating system for ground, first, second, and third floor at 41 Garrison Rd facility including waiting areas, psychotherapy offices, meeting rooms
2. Install energy recovery ventilator to assure supply of outdoor air.
3. Install high efficiency split systems for heating and cooling of two offices on ground floor.

1.02 TIME OF COMPLETION

- A. The Work shall be commenced at the time stated in the Owner's Notice to Proceed and shall be completed within thirty (30) consecutive calendar days thereafter.

1.03 SELECTION CRITERIA

- A. The Contractor will be selected in accordance with the provisions of the General Conditions.

1.04 COORDINATION OF WORK

- A. List any material or equipment to be furnished by the Owner.

1.05 SAMPLES AND SUBMITTALS

The Contractor shall submit of manufacturer's literature for the Owner's approval prior to installation:

1.06 CONDUCT OF THE WORK

Existing Buildings. Residential and office units will be occupied during construction. The Contractor shall take all necessary precautions to ensure the public safety and convenience of the occupants during construction.

1.07 PROTECTION AND ACCESS

- A. The Contractor shall, at all times, leave an unobstructed way along walks and roadways, and shall maintain barriers and lights for the protection of all persons and property in all locations where materials are stored while work is in progress.
- B. The Contract shall take special measures to protect the tenants from noise, dust, and other disturbances.
- C. The Contractor shall take necessary precautions to insure against fire during construction. The Contractor shall be responsible to ensure that the area within the contract limits is kept orderly and clean and that combustible rubbish and construction debris is promptly removed from the site.

1.08 TEMPORARY FACILITIES

- A. Temporary Water - The Contractor may make use of the water available at the site

for construction purposes.

- B. Temporary Electricity - The Contractor may make use of the electricity available at the site, metered and paid for by the Owner, provided that the Contractor shall supply the proper adapters and extension cords.

1.09 CLEANING UP

- A. Conduct cleaning and disposal operations to comply with all Federal, State, and local laws, ordinances, and regulations.
- B. Provide on-site containers for collection of waste materials and rubbish, to be located with the approval of the Owner in the boiler room.
- C. At the end of each day's work, remove, and legally dispose, all waste materials and rubbish from the site, and dispose of in waste containers in the garage.

END OF SECTION

SPECIFICATIONS

PROJECT: HEATING SYSTEM REPLACEMENT:

ADDRESS: SITE: 41 Garrison Rd. Brookline

DESCRIPTION: The project will consist of replacing the current HVAC system in 41 Garrison Rd. with a high efficiency furnace and air-conditioner to heat the first, second and third floor of the building. The proposed new heating system will consist of 2 twinned boilers 3.5 tonnage (95% AFUE) with indoor coils that are multispeed systems to adjust output to energy demands. In addition, ground floor of the facility will be heated and cooled with two ultra- high efficiency split systems. New outdoor condensers will be installed for air conditioning. To improve overall air quality, outdoor fresh air ventilation will be introduced into the HVAC system in an energy efficient manner using an energy recovery ventilator that pre- heats or cools outdoor ventilation air.

INTENT: The intent of the following specification is to procure all services, materials and labor necessary to result in a complete, operational, guaranteed and designed HVAC system in compliance with all applicable codes and appropriate to the use hereafter described. Equipment, materials and articles incorporated in the work shall be new and of the best grade of their respective kinds for the type of work involved.

CODES:

The following codes are among those applicable to the work and design services required:

- a. Building Code of the Commonwealth of Massachusetts
- b. Commonwealth of Massachusetts Plumbing Gas Code
- c. Regulations of Massachusetts State Fire Marshall

SCOPE OF WORK:

Work will include:

- a. Obtain permit
- b. Remove and dispose of existing gas furnace
- c. Install new twinned furnaces on existing pad
- d. Install indoor coil
- e. Install ventilator in mechanical room
- f. Reconnect duct work
- g. Seal and insulate all new duct work and supply box
- h. Install (2) filter media cabinets
- i. Install combustion venting to exterior
- j. Reconnect electrical circuit

- k. Install Carbon monoxide alarm
- l. Install condenser on light weight pad
- m. Install electrical circuit to condenser with disconnect
- n. Install service outlet circuit and device with rain tight cover
- o. Install refrigeration line set
- p. Install thermostat
- q. Charge, startup and test
- r. Provide warranty and workmanship guarantees, unit manuals.

PERMITS:

File all required notices and plans. Obtain and pay for all permits, inspections, licenses and certificates required for the work of this section

INSTALLATION:

- a. All work specified herein shall be performed to the highest standards of the industry by experienced and qualified craftsmen. All installations shall be in accordance with the manufacture's recommendations and/or printed instructions, and all applicable codes.
- b. Upon completion furnish to owner operating and maintenance manuals for all systems installed.

CLEAN UP:

- a. At the completion of specified work: the work area and premises shall be left clean.
- b. At the completion of all work: equipment shall be tested & adjusted for proper, efficient and quiet operation.

GUARANTEE:

- a. Manufacturer shall provide their standard warranties for work under this section. Such warranties shall be in addition to, and not in lieu of, all other liabilities which the manufactures and contractor may have by law or by other provisions of the contract documents.
- b. Upon receipt of notice from the Brookline Center of failure of any part of the system or equipment during the guarantee period: the affected part or parts shall be replaced by the contractor.

PAYMENT:

The contractor shall furnish, before the final payment is made, a written guarantee covering the above requirements and specified work and equipment of this contract.

GENERAL REQUIREMENTS

1. General contractor shall assume entire responsibility for the complete job.
 - A. Title of trade headings and paragraphs shall not be taken as a correct or complete segregation of the several units of materials and labor required for the work.
 - B. The general contractor and his/her sub-contractors shall be responsible to furnish all plant, labor, and material and other facilities, and do all other things, necessary to or incidental to, performing any work specifically called for to be performed by then under any part of the complete specifications, regardless of whether such work is in any way referred to under the part or parts of the specifications specifically pertaining to their work.
2. Cutting and patching: General contractor shall perform all cutting and patching for the mechanical and electrical subcontractors and shall be responsible for same.
3. Existing work:
 - A. Any existing work that must remain but is in the way of new work shall be altered and relocated or removed and reinstalled as required.
 - B. Existing work no longer required, which is in the way of new work shall be removed.
 - C. Existing work remaining in place that is damaged by work under this contract shall be restored.
 - D. Existing work that would interfere with the use of altered spaces shall be altered, relocated or removed.
 - E. If removal of existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished or the materials shall be replaced as necessary to make contiguous work uniform and harmonious.
4. Water and Electricity

Brookline Center shall allow the contractor to use existing source of water and electricity and owner shall pay the cost of water and energy use. Contractor shall be responsible for preventing electrical overload. Failure to conserve electricity and water shall result in terminating supply of same by owner and contractor then shall be required to pay for electricity and water. If no electricity is available, then contractor shall provide temporary electricity.

5. N.I.C. (Not in Contract) shall be furnished and installed by others.
6. Occupancy by owner/tenants.
 - A. Building shall be used continuously during all phases of construction unless otherwise specified.
7. Use of premises and removal of debris. The general contractor expressly undertakes at his expense:
 - A. To take every precaution against injuries to persons or damage to property.
 - B. To store apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or work of any other subcontractor.
 - C. To place upon the work site and any part thereof only such loads as are consistent with the safety of that portion of the work.
 - D. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operation, to the end that at all times the site of the work shall present a neat and orderly and workmanlike appearance.
 - E. Before final payment can be made, temporary structures shall be removed from premises and the work site shall be left in a neat, safe and orderly condition.
 - F. Documents. Consist of the general conditions, information to bidders, drawings and specifications. These documents are to form part of the contract.
 - G. In the event of a dispute. The above documents shall be final in matters pertaining to material, equipment and workmanship. The specifications shall be final in all other procedures and requirements.
8. Scope. The scope of the work required shall include all labor, materials, equipment, permits, specific drawings and services necessary for the proper completion of the rehabilitation of the property identified in the specifications.
9. All drawings are diagrammatical only. The contractor shall be responsible to check and verify all measurements.
10. Workmanship shall be executed in accordance with the standard of the respective trades known as "Workmanlike Manner".
11. Materials shall be new and of standard grade unless otherwise agreed to in writing by the

owner before delivery to the site.

12. Trade names are used in the specifications to establish quality and type of materials required and may be substituted upon approval of the owner.
13. Permits and licenses necessary for job shall be secured and paid for by the contractor. The contractor shall comply with all laws and regulations bearing on the conduct of the work.
14. Protection of work and property. The contractor shall continuously maintain adequate protection and insurance of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. When adjacent property is affected or endangered by any work under this contract, it shall be the responsibility of the Contractor to take, at his expense, whatever steps are necessary for the protection of the adjacent property and to notify the owner thereof of such possible hazards. Also, he shall provide certificates of insurance to owner and architect before job begins.
15. Inspections of the work during normal business hours by the owner and his representatives shall be facilitated by the contractor, and the work shall be subject to such inspectors approval and acceptance.
16. Changes in the work including substitutions of materials, change in scope or workmanship required by the contract, which may be proposed by the contractor or found to be necessary or desirable as the work progresses, shall be detailed in writing and shall be approved by the contractor and the owner.
17. Liens and Claims. If at any time liens and or claims for which, if established, the owner might become liable, and which are chargeable to the contractor, the owner shall have the right to retain out of any payment then due, or thereafter to become due, an amount sufficient to indemnify the owner completely against such liens or claims. Should there prove to be any such lien or claim remaining unpaid after all payments due the contractor hereunder are exhausted, the contractor shall pay the amount necessary to discharge such lien or claim to the owner on demand.
18. Subcontracts shall be bound by the terms and conditions of this contract insofar as it applies to their work, but this shall not relieve the general contractor from the full responsibility to the owner for the proper completion of all work.
19. Bids or Proposals will be submitted at the bidders risk and the owner reserves the right to reject any or all bids or proposals.
20. Cash Allowances. The contractor shall include in the contract sum, all allowances named in contract documents.

21. Assignment. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other party, nor shall the contractor assign any monies due or about to become due to him hereunder, without the previous written consent of the owner.
22. Contractors obligations. The contractor shall and will, in a good workmanlike manner, do and perform all work and furnish all materials, supplies, machinery, equipment, facilities and means except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract within the time herein specified, in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the architect/engineer as given from time to time during the progress of the work. It shall furnish, erect, maintain and remove such temporary works as may be required. The contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the contract and specifications, and shall do so, carry on and complete the entire work to the satisfaction of the owner.
23. Scope of Work. The work includes, but not limited to, the following:
 - A. Furnish all labor, materials, equipment and incidentals required to complete the work specified herein, indicated on the drawings or as reasonably inferable from
 - B. either or both.

BOND REQUIREMENTS

BID BOND – Each bid submitted shall be accompanied by a Bid Bond in the form of a certified check, bank treasurer’s check, cashier’s check, or a bid bond issued in their name by a surety company licensed by the State Division of Insurance, in the amount of five (5%) of the proposed Bid amount, made payable to the Brookline Center.

The successful bidder shall furnish a performance and payment bond for the full amount of the contract within (30) days after notification of award. The bond must be issued through a company authorized to issue said bond in the Commonwealth of Massachusetts.

Furnace Upgrade, 41 Garrison Rd
BID OPENING DATE: 2/26/2020

The undersigned-bidding contractor proposes to finish all labor and materials, for the work to the property identified in accordance with the specifications for the total lump sum price specified below.

The Proposed Contract Price is: \$ _____

Project Start Date is: _____

Completion Date is: _____

Name and Address of Bidder:

SSN or TIN# _____

Sub-Contractors (less than \$25,000)

Name of Firm (List all Sub-Contractors)	Address of Firm	Bid Price

Contractor Signature

Date

MINORITY/WOMAN BUSINESS ENTERPRISES
UNAVAILABILITY FORM

To be completed by General Contractor

The undersigned contractor describes below all due diligence requirements known and making every possible effort to incorporate Minority/Women Business Enterprises (MBE/WBE/DBE) participation and said Contractor is seeking relief from these requirements by filing this form.

The General Contractor shall prepare additional copies of this information form in the quantity necessary to comply with the bidding requirements.

I, _____, _____
Name Title

Of _____ . Certify that on _____, I contacted the below listed
General Contractor Name Date

MBE/WBE(s) requesting a bid for Project _____ as an
Project Name

___ MBE or ___ WBE for the provision of ___ Goods & Services or ___ Labor to accomplish:

Sub work offered to this MBE/WBE (plumbing, electrical, carpentry etc...)

Name of Prospective Sub-Contractor

Address, City and State

Contact was made by ___ Telephone ___ In Person .

Said sub-contractor was unavailable for work on this project or unable to prepare a bid for the following reason(s): (check appropriate answer):

(___) MBW/WBE/DBE Firm Declined Job

(___) MBE/WBE/DBE Firm offered to do a job at the price of \$ _____, which

was not acceptable because: _____.

(___) Other _____

The above information is accurate and complete, to the best of my knowledge and belief. Signed under the pains and penalties of perjury.

Signature of Authorized Representative, General Contractor

Date

APPENDIX A

EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

I, the undersigned, understand that the following is applicable for contracts and sub-contracts that are funded in whole or in part with federal HUD funding:

I. Executive Order 11246: Equal Employment Opportunity

Executive Order 11246, as amended by Executive Order 12066 (41 CFR Chapter 60), and the regulations at 24 CFR Part 130, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of HUD assisted **construction contracts**. Participating contractors and subcontractors must take affirmative action to ensure fair treatment in employment, upgrading, demotion, transfer, recruitment and recruitment advertising; layoff and termination; rates of pay and compensation; and selection for training and apprenticeship. This provision shall apply to all construction contracts of \$10,000.00 or more entered into by the Office of Housing and Community Development or Subrecipient and specific affirmative actions including: Posting in a conspicuous place the "Equal Employment Opportunity (EEO) Poster; stating in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin; sending to each labor union or representative of workers with which there is a collective bargaining agreement a copy of the EEO poster for posting; and placing the "Equal Opportunity Clause" in all subcontracts for any project **which exceeds \$10,000**.

The Equal Opportunity Clause:

1. (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.
2. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on -the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
During the performance of this contract, the contractor agrees as follows:
- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action sham include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants WM receive considerations for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and- applicants for employment.

(d) The contractor will comply with all provisions of Executive, Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for 'purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

II. Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs)

Executive Orders 11625, 12432 and 12138 which require that efforts be made to encourage the use of minority and women's business enterprises in connection with construction contracts or subcontracts of \$25,000.00 or more, financed in whole or in part with HUD financial assistance.

It is encouraged that contractors work with the State Office of Minority Business Assistance to provide opportunities for participation by minority and women owned businesses in federal HUD funded projects.

The address and telephone number of the State Office of Minority and Woman
Business Assistance:

SOMWBA, 10 Park Plaza, Suite 3740, Boston, MA 02116, Phone - (617) 973-
8692 Fax - (617) 973-8637, email - wsomwba@state.ma.us

III. Section 3 Requirements (Contracts that exceed \$100,000)

The purpose of Section 3 of the HUD Act of 1968 requires that recipients of HUD funds (and their contractors and subcontractors) provide jobs and other economic opportunities to low-income persons. Section 3 helps create employment for low-income persons and provides contracting opportunities for businesses that are owned by low-income people or that provide employment to low-income people. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Town of Brookline,, Massachusetts, hereinafter called the Section 3 Project Area, and contracts for work in connection with the (Project) be awarded to business concerns which are located in, or owned in substantial part by persons residing in the Town of Brookline. If contractors and subcontractors receive contracts of \$100,000 they will be required to apply Section 3 to the “greatest extent feasible”.

Section 3 Clause

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

compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. 'Me contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

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

EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

The bidder hereby certifies that he/she shall comply with the Section 3 requirements (if applicable) and MBE/WBE affirmative action steps contained in the above, including submission of required reports with each payment request.

Authorized Signature

Date

Name (Please Print or Type)

Title

CERTIFICATE OF NON-COLLUSION

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

(Signature of Authorized Person)

(Name of person signing bid or proposal)

(Name of Business)

CERTIFICATE OF PAYMENT OF STATE TAX

Pursuant to M.G.L. Ch. 62C, sec 49A, I/we certify under the penalties of perjury that I/we have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Date _____

Federal Identification Number

Name of Company

Street

City, State, Zip

By: _____
Company Officer(Signature)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS PRIMARY
COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Within a three-year period preceding this application/proposal, has not had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor's Name (printed)

Contractor Name (signature)

Title

License Number

Company Name

Street Address

Mail Address

City, State, Zip Code

City, State, Zip Code

24 CFR 24.510 & 24 CFR, Part 24, Appendix A

VOTE OF CORPORATION AUTHORIZING EXECUTION OF CONTRACT
(To be Submitted upon execution of Contract)

At a meeting of the Board of Directors of _____
Name of Corporation

duly called and held on _____20____, at which a
quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That _____, the _____
Name of Corporate Officer Title

of the Corporation, be and hereby is authorized to affix the corporate Seal, sign
the contract and deliver in the name and behalf of the corporation a contract
with:

Brookline Center

For supplying _____ in the amount
of Supplies or Construction or Architectural Services

_____ Dollars (\$ _____), and also to seal
Amount in words Numerical Amount

and execute as above, if applicable, surety company bonds to secure the performance of said
contract and payment for labor and materials, all in such form and on such terms and
conditions as he, by the execution thereof, shall deem proper.

A true copy.

ATTEST:

_____(Affix the corporate seal)
Authorized Signatory of Corporation