

**BROOKLINE HOUSING AUTHORITY  
REQUEST FOR PROPOSALS**

**Consulting/Technical Assistance Services**

**February 1, 2018**

## I. INTRODUCTION

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The Brookline Housing Authority (BHA) is seeking proposals (Proposal or Proposals) from qualified consultants (Proposers) for consulting technical assistance services in reviewing and updating policies and procedures of the Section 8 Housing Choice Voucher and Public Housing Programs. Detailed information is in the RFP from BHA, 90 Longwood Avenue, Brookline, MA 02446. The initial term of the Professional Service Contract (Contract) shall be two (2) years. The BHA reserves the right to make multiple awards and to reject any proposals and waive any informality if in the public interest to do so.

The BHA is a public housing authority authorized under state law and funded by the U.S. Department of Housing and Urban Development (HUD) and the Massachusetts Department of Housing and Community Development (DHCD). All BHA data is highly sensitive and must be kept secure and strictly confidential. The selected Proposer(s) may be subject to a Confidentiality Agreement.

An electronic copy of the RFP may be obtained at:

<http://brooklinehousing.org/Business&EmploymentOpportunities.html>.

## II. GENERAL INSTRUCTIONS

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### A. Proposal Submission

Proposers responding to this RFP must submit proposals **no later than February 1, 2018, 4:30 PM** as indicated below to: **Carlos Hernandez, Director of Subsidized Housing & Applications, Brookline Housing Authority, 90 Longwood Ave, Suite 1, Brookline, MA 02446**

1. **Service Proposals** must be submitted in a sealed envelope, clearly labeled as such, and must include the Proposer's company name.
2. **Fee Proposals** must be submitted in a sealed envelope, clearly labeled as such, and must include the Proposer's company name.

Upon receipt proposals will be date stamped by BHA staff. A photocopy of the date stamped envelope will be provided as receipt of submission upon request.

**The service proposals and fee proposals must be submitted in separate sealed envelopes.**

Proposals that do not conform to these requirements will be rejected. The BHA shall not accept nor review Proposals received after the designated submission deadline. The BHA, at its sole discretion, reserves the right to re-designate the submission deadline upon reasonable notice to all RFP recipients. The BHA reserves the right to reject any and all proposals if it determines it to be in the best interest of the BHA to do so.

### B. Inquiries, Letters of Intent, and Modifications

Inquiries regarding this RFP or requests for clarification must be submitted, via email, no later than **January 11, 2018, 4:30 PM** to Carlos Hernandez at [chernandez@brooklinehousing.org](mailto:chernandez@brooklinehousing.org).

Proposers considering responding to the RFP must submit a Letter of Intent, via email, no later than **January 11, 2018, 4:30 PM** to Carlos Hernandez at [chernandez@brooklinehousing.org](mailto:chernandez@brooklinehousing.org).

On or before this date and time: Proposers may submit any questions, clarifications or requests for further information. Proposers must promptly notify the BHA of any ambiguity, inconsistency, or error they may discover upon examination of this RFP and all documents attached and/or referenced hereto. Further, Proposers must notify the BHA of any term(s) in any document attached to this RFP to which the Proposer has an objection or that it is unwilling to execute. Requested modifications to any term or

to any attachment to the RFP not submitted via email on or before this date will not be reviewed or considered by the BHA unless the BHA, in its sole and absolute discretion and judgment, determines any such changes are minor in nature and not prejudicial to fair competition. Responses to inquiries and modifications to the terms of this RFP or any attachment thereto, if acceptable to the BHA, will be issued as an addendum to every individual or firm on record as having received the RFP from the BHA and posted on the BHA website.

### C. Minimum Qualifications

To be eligible for contract award, the Proposer shall meet the following criteria:

1. The Proposer shall have at least ten (10) years of experience providing consulting services. Preference will be given to firms with prior experience working with public housing authorities.
2. The Proposer may be an individual, or a business corporation, partnership, firm, joint venture or other legal entity, no less than ten (10) years old, duly organized.
3. If the Proposer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such Proposer shall disclose that information in its offer, which may be sufficient ground for disqualification. If the selected Proposer fails to disclose such information and the BHA discovers it thereafter, then the BHA will terminate the contract. Proposers shall submit the following forms as included in **Appendix A: Debarment and Conflict of Interest Certification**, and **Tax Compliance Certification**.
4. The Proposer must be in good standing with the BHA, and any Federal, State or Municipality that has or has had a contracting relationship with the Proposer. If the Proposer is not in good standing with the BHA, and/or any Federal, State or Municipality this must be disclosed. If a Federal, State or Municipal entity has terminated any contract with the Proposer for deficiencies or defaults, that Proposer must disclose this information to the BHA. The BHA will consider such facts and circumstances during its evaluation of the Proposer's proposal. If the selected Proposer fails to disclose such information and the BHA discovers it thereafter, then the BHA will terminate the contract.
5. The Proposer must have and maintain all necessary liability insurance and submit proof of it with their proposal submission.

### D. Service Proposal Requirements

The Proposal must include the following information:

1. **Qualification Statement:** a brief company overview including an outline of the relevant experience and ability to provide the services outlined in **Section IV – Scope of Services** in this RFP. Be specific as to the knowledge and years of experience of the relevant individual(s) responsible for each area listed below:
  - Experience working with local housing authorities and providing technical support in updating policies and procedures of the Section 8 Administrative Plan and Public Housing Admissions & Continued Occupancy Policy (ACOP).
  - Experience performing Operational Reviews of core functions and developing and implementing recommendations and improvements to the day-to-day operations in accordance with federal regulations that govern the Section 8 Housing Choice Voucher and Public Housing Programs established by the Department of Housing & Urban Development (HUD).
  - Experience developing and implementing Section 8 Housing Choice Voucher and Public Housing Program monitoring and assessment procedures including but not limited to, developing forms, worksheets and other resources for BHA and HUD quality control

protocols.

- Knowledge of the Rental Assistance Demonstration (RAD) Program and governing regulations established by HUD.
  - Knowledge of HUD Guidebook 7420.10G.
  - Knowledge of HUD Forms i.e. 50058, 52580 and 52580-A.
  - Knowledge of the HUD databases and monthly and annual reporting requirements for the Section 8 Housing Choice Voucher and Public Housing Programs.
  - Knowledge of the Code of Federal Regulations that govern the Section 8 Housing Choice Voucher and Public Housing Programs.
2. **Service Proposal:** a description of the services to be provided in **Section IV – Scope of Services**, and the manner in which they will be provided. The proposal should outline the approach to consultations and providing/receiving feedback to/from the client.
  3. **References:** A list of the Proposer's current and former clients, indicating dates of service, as well as at least three (3), but no more than five (5) clients for whom the Proposer has performed work of a similar scope within the past five (5) years including contact name, title, email address and phone number.

#### **E. Fee Proposal Requirements**

The Proposer shall submit a sealed bid Fee Proposal for performance of the Services as follows:

1. The Fee Proposal shall indicate a rate for each category of service as outlined in **Section IV – Scope of Services** in this RFP. The fee rate for each category shall also include any anticipated expenses and overhead costs in connection with the provision of the services.
2. The Fee Proposal shall be signed by an officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer.
3. Costs included in the Fee Proposal must include any outsourced or sub-contracted work. Please note that the selected firm shall only outsource or sub-contract work with the written approval of the BHA.
4. If the Proposer must outsource or sub-contract any work to meet the requirements contained herein, this must be clearly stated in the proposal and the name and description of the organization(s) being sub-contracted must be provided.

**The BHA expressly acknowledges that the contract will be awarded based on the most advantageous proposal received, taking into consideration both the Service (Non-Price) Proposal and the Price Proposal.**

**The BHA reserves the right to reject any Proposals received solely on the basis of past poor performance as reported by the references or as otherwise known to the BHA.**

#### **F. Required Forms**

The Proposer must complete and submit the forms attached to this RFP as **Appendix A**.

#### **G. Registration of Foreign Corporations**

If the selected Proposer (Contractor) is a foreign corporation, then prior to execution of the contract, the Contractor shall register as a foreign corporation with the Massachusetts Secretary of the Commonwealth and name a resident agent pursuant to M.G.L.c.156D, section 15.07 or other applicable statute.

### III. BHA PROGRAM PORTFOLIO & UNIT COUNT

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- 955 Housing Choice Vouchers (Section 8 Tenant/Project-Based).
- 4 Shelter + Care Units.
- 499 Federal Public Housing Units
- 394 State Public Housing Units

### IV. SCOPE OF SERVICES

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The BHA requires consulting services as outlined below:

- Conduct assessment of the BHA's Section 8 and Public Housing policies and business practices and provide technical assistance in updating the Section 8 Administrative Plan (S8AP) and the Public Housing Admissions & Continued Occupancy Policy (ACOP) policies and procedures.
- Conduct an operational review of selected core functions to identify inefficiencies and provide recommendations based on best practices and innovative models for: intake; wait list management; screening and eligibility; lease-up; ongoing occupancy; inspections; monitoring and supervisory; and supportive services, and prepare recommended workflows to improve operational efficiencies.
- Provide technical assistance in developing and implementing appropriate program(s) monitoring and assessment procedures including the review and analyzing of existing quality control processes; make recommendations updates to improve the quality control monitoring process; develop and implement revised quality control protocols; and develop forms, worksheets and other resources needed for the quality control protocols.
- Provide technical assistance in implementing improvements to the BHA's Section 8 and Public Housing operations in developing and drafting policy and procedure documents, forms, public/tenant letters and notices, reports, manuals and memorandums.
- Provide technical assistance in developing and delivering training to BHA staff on all facets of the Section 8 Housing Choice Voucher and Public Housing Programs including, but not limited to, Rental Assistance Demonstration (RAD) Program; new HUD related initiatives; current, new or revised federal/state regulatory requirements; meeting and discussing training needs with senior staff; development of training objectives and priorities; drafting training materials to include key procedural content and case studies; and follow up evaluations and summary of staff trainings.
- Provide other technical assistance services as directed by the BHA to support the development and implementation of improvements to all facets of the BHA's Section 8 and Public Housing operations including, but not limited to, working with BHA staff to identify areas for tracking and reporting new and revised policies and procedures; assisting in preparing reports and communications with HUD; and conducting research, reviewing and analyzing documents, developing memos and materials, and participating in meetings and conference calls as needed.

## V. MBE/WBE REQUIREMENTS

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It is the policy and practice of the BHA to encourage the participation of minority-owned and women-owned businesses in the procurement of goods and services. The BHA strongly encourages all Proposers to develop creative responses to this RFP that make use of joint ventures, partnerships, and other “team” approaches to the delivery of the Services. The BHA places a high value on the Proposer's approach to maximizing the meaningful participation and utilization of minority- and women-owned businesses.

The Proposer's Qualification Statement should explain in detail how any proposed team approach, partnership and/or joint venture will be structured, the proposed work and fee distribution arrangements, and responding allocation of contract responsibilities.

The BHA reserves the right to require documentation supporting a Proposer's claimed minority and/or women-owned business enterprise status. The BHA will utilize the following definitions to determine claimed status:

- Minority Business Enterprise (MBE): A business organization that is owned or controlled 51% or more by one or more minority groups as defined by the State Diversity Office ([SDO](#)) and certified as such by SDO in the relevant service category
- Women-Owned Business Enterprise (WBE): A business organization that is owned and controlled 51% or more by one or more women and certified as such by SDO in the relevant service category.
- Joint Venture: A joint or combined business agreement on a particular project between a SDO-certified MBE or WBE firm(s) and a non- SDO-certified firm in which the MBE and/or WBE portion of the combination is valued at least 25% or more of the contracted amount.
- To certify go to <http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/procurement-prog-and-serv/sdo/state-cert-prog/>

## VI. SECTION 3 REQUIREMENTS

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

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR parts 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 parts 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR parts 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 parts 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 organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## VII. PROPOSAL EVALUATION PROCESS

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Proposals shall be reviewed by a selection committee composed of BHA staff appointed by the BHA Executive Director or his designees (BHA Selection Committee). Evaluation of proposals shall be conducted by the BHA Selection Committee pursuant to the following steps:

1. All Proposals will be reviewed for initial eligibility as outlined in **Section II – General Instructions, Part C – Minimum Qualifications**.
2. All eligible Service Proposals and attachments shall be reviewed and ranked as outlined in this section below.
3. References for all eligible Proposers shall be conducted and reviewed.
4. Upon completion of steps 1-3, Fee Proposals for all eligible Proposers shall be opened and reviewed.
5. The contract will be awarded based on the most advantageous proposal received, taking into consideration both the Service (Non-Price) Proposal and the Price Proposal. A contract award shall be recommended by the Executive Director to the BHA Board of Commissioners. Final contract award is subject to approval by the Board of Commissioners at its next regularly scheduled public meeting.

### Evaluation Criteria and Ranking Categories

Proposals shall be reviewed and ranked by the Selection Committee based on the following criteria:

- A. **Relevant Experience:** Demonstrated experience of the Proposer's workforce, working with housing authorities and providing consulting/technical assistance services of programs as detailed in **Section IV – Scope of Services**.

*Highly Advantageous:* The proposer has at least ten (10) years of experience working with local housing authorities, and delivering the services outlined in Section IV and Appendix B; sufficient staffing (equal to two (2) plus consultants) to perform the requested services.

**Advantageous:** The proposer has at least seven (7) years but less than five (5) years of experience working with local housing authorities and delivering the services outlined in Section IV and Appendix B; sufficient staffing (equal to two (2) plus consultants) to perform the requested services.

**Not Advantageous:** The proposer has at least five (5) years but less than three (3) years of experience working with local housing authorities and delivering the services outlined in Section IV and Appendix B; sufficient staffing (equal to two (2) plus consultants) to perform the requested services.

**Unacceptable:** The proposer has insufficient staff (less than two (2) consultants), and/or less than three (3) years of experience providing services of similar size and scope to those outlined in Section IV and Appendix B of this RFP, and/or has been in business for less than five (5) years.

**B. Service Proposal Quality:** The Service Plan is clear, well-written, and meets or exceeds the submission requirements listed in **Section II – General Instructions, Part D – Service Proposal Requirements**.

**Highly Advantageous:** The proposal contains a clear and comprehensive plan to provide the services as outlined in this RFP including Section IV. The proposal is very well organized and easy to understand.

**Advantageous:** The proposal contains a clear plan that addresses most or all of the services as outlined in this RFP including Section IV. The plan is understandable but not well organized, is missing minor elements or contains several errors.

**Unacceptable:** The proposal lacks a clear plan to address most or all of the services as outlined in this RFP.

**C. Quality of References:** Demonstrated reliability to meet or exceed the needs of clients by providing high quality services; maintaining a high level of customer care on a consistent and timely basis.

**Highly Advantageous:** All references indicate a high level of performance in all areas of services as outlined in this RFP.

**Advantageous:** Most, but not all, references indicate a high to moderate level of performance in all areas of services as outlined in this RFP.

**Not Advantageous:** Most, but not all, references indicate a moderate to poor level of performance in most or all areas of services as outlined in this RFP.

**Unacceptable:** All references indicate a poor level of performance in all areas of services as outlined in this RFP.

**D. MBE/WBE Status:** Meaningful participation of minority and women employees and contractors, including MBE/WBE owned businesses as part of Proposer's team.

**Highly Advantageous:** The Proposer is a certified MBE/WBE owned business or has plans for meaningful participation of minority and women employees and contractors, including MBE/WBE owned businesses as part of Proposer's team and the proposer has provided verifiable information of MBE/WBE certification.

**Not Advantageous/Not Applicable:** The Proposer is **NOT** a certified MBE/WBE owned business nor has plans for meaningful participation of minority and/or women employees and contractors, including MBE/WBE owned businesses as part of Proposer's team.

F. **Section 3 Status:** Status as a Section 3 business or proposed strategy to meet Section 3 goals.  
*Highly Advantageous:* The Proposer meets the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) or has plans to include Section 3 qualified individuals as part of Proposer's team.

*Not Advantageous/Not Applicable:* The Proposer **does NOT** meet the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) nor has plans to include Section 3 qualified individuals as part of Proposer's team.

## VIII. GENERAL CONDITIONS OF THE RFP

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### A. RFP

An electronic copy may be obtained at <http://brooklinehousing.org/Business&EmploymentOpportunities.html>.

### B. Acceptance of RFP and Contract Terms

Proposer's submission of a proposal in response to the RFP shall constitute acceptance by the Proposer of the terms and conditions of this RFP. In the event that a Proposal is accepted for Contract award, the Proposer agrees to enter into a contract with the BHA in a form substantially similar to the sample contract form appended hereto as Appendix B.

### C. Contract Award

Subject to the rights reserved in this RFP, the BHA shall give written notice to the selected Proposer (the Contractor) no later than ninety (90) days after the date designated for receipt of proposals; the parties may extend the time for acceptance by mutual agreement. Award of the contract is subject to the approval of the BHA Board of Commissioners.

### D. Term

The initial term of the Professional Service Contract (Contract) shall be two (2) years. The term of the Contract may be extended, at the BHA's sole option, in order to accommodate any additional services, or for such time as is otherwise deemed necessary by the BHA, provided that, in no event shall the term of such an amendment to the Contract exceed three (3) one (1) year terms.

### E. No Warranty

Proposers shall examine the RFP, specifications, and instructions pertaining to the Services. Failure to do so shall be at the Proposer's own risk. It is assumed that the Proposer has made full investigation as to be fully informed as to the extent and character of the Services and of the requirements of the specifications. No warranty is made or implied as to the information contained in the RFP, specifications, and/or instructions.

### F. Expense of RFP Submission

All expenses incurred in the preparation and submission to the BHA of Proposals in response to this RFP shall be borne by the Proposer.

### G. Compliance with Applicable Laws and Regulations

The Proposer agrees to comply with the provisions of Chapter 151B of the Massachusetts General Laws, as amended, and with the requirements of Presidential Executive Order 11246, as amended, and all other relevant and applicable laws and/or regulations.

### H. BHA Reservation of Rights

The BHA reserves the right to cancel this RFP, or to reject, in whole or in part, any and all Proposals

received in response to this RFP, upon its determination that such cancellation or rejection is in the best interests of the BHA. The BHA further reserves the right to waive any minor informality in any Proposals received, if it be in the public interest to do so. The determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a Contract award, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of the BHA.

A Proposal may be corrected, modified, or withdrawn, provided that the correction, modification, or request for withdrawal is made by the Proposer in writing and is received at the place and prior to the date and time designated in the RFP for receipt of Proposals. After such date and time the Proposer may not change the Fee Proposal or any other provision of its Proposal in a manner prejudicial to the interests of the BHA and/or fair competition.

The BHA shall waive minor informalities or allow the Proposer to correct them. If a mistake in the intended Fee Proposal is clearly evident on the face of the Proposal, the BHA shall correct the mistake to reflect the intended correct Fee Proposal and shall so notify the Proposer in writing and the Proposer may not withdraw its Proposal. A Proposer may withdraw its Proposal if a mistake is clearly evident on the face of the Proposal, but the intended Fee Proposal is not similarly evident.

#### **I. Insurance Requirements**

The Proposer must be willing and able to carry and maintain the required insurance as set forth in the Sample Contract Agreement, and to name the BHA as an additional insured on any required policy.

Brookline Housing Authority  
By its Executive Director, Patrick Dober

## APPENDIX A – REQUIRED FORMS

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1. Debarment and Conflict of Interest Certification
2. Tax Compliance Certification

## **DEBARMENT AND CONFLICT OF INTEREST CERTIFICATION**

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The undersigned, a Respondent to the Request for Proposals (RFP) issued by the Brookline Housing Authority (BHA), hereby certifies to the BHA on behalf of itself and each member of Respondent's team, as follows:

1. In accordance with 24 CFR 85.35, Respondent certifies that neither Respondent, nor any member of Respondent's team is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension"; and
  
2. In accordance with M.G.L. C. 30B, §10, 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 work "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Respondent: \_\_\_\_\_

Signed By: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## TAX COMPLIANCE CERTIFICATION

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Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/Town: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_



# CONTRACT AGREEMENT

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This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Between the Brookline Housing Authority, hereinafter referred to as "BHA", located at 90  
Longwood Avenue, Brookline Massachusetts, 02446 and \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as "Contractor",  
located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
collectively referred to as the "Parties".

## RECITALS

Contractor is engaged in providing \_\_\_\_\_ services with their principal place  
of business at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
Contractor represents that he or she has complied with all Federal, State, and local  
laws regarding business permits, sales permits, licenses, reporting requirements, tax  
withholding requirements, and other legal requirements of any kind that may be  
required to carry out said business and the Scope of Work which is to be performed as  
an  
Independent Contractor pursuant to this Agreement. Contractor is or remains open to  
conducting similar tasks or activities for entities other than the BHA and holds himself or  
herself out to the public to be a separate business entity.

BHA desires to engage and contract for the services of the Contractor to perform certain tasks  
as set forth below. Contractor desires to enter into this Agreement and perform as an  
Contractor for the BHA and is willing to do so on the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual promises and  
conditions contained in this Agreement, the Parties agree as follows:

## STATUS OF CONTRACTOR

1. This Agreement does not constitute a hiring by either party. It is the parties intention that Contractor shall have an independent contractor status and not be an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims. Contractor shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the BHA shall not be liable for any obligations incurred by Contractor unless specifically authorized in writing. Contractor shall not act as an agent of the BHA, ostensibly or otherwise, nor bind the BHA in any manner, unless specifically authorized to do so in writing.

**TERM**

- 2. The term of this Agreement shall commence as of the date signed by both the Contractor and BHA below and shall continue in effect for one (1) year from the date of this Agreement and shall, at the option of the BHA, be renewed for one additional year.

**TASKS, DUTIES, AND SCOPE OF WORK**

- 3. The Parties hereby agree that the Contractor shall undertake the following tasks and duties that shall be identified herein as the "Scope of Work":

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- 4. Contractor shall additionally perform any and all tasks and duties associated with the Scope of Work set forth above, including but not limited to, work already being performed or related change orders. Contractor shall not be entitled to engage in any activities that are not expressly set forth by this Agreement.
- 5. The books and records related to the Scope of Work set forth in this Agreement shall be maintained by the Contractor at the Contractor's principal place of business and open to inspection by BHA during regular working hours. Documents to which BHA will be entitled to inspect include, but are not limited to, any and all contract documents, change orders/purchase orders and work authorized by Contractor or BHA on existing or potential projects related to this Agreement.
- 6. Contractor shall be responsible to the management of the BHA, but Contractor will not be required to follow or establish a regular or daily work schedule, Contractor shall supply all necessary equipment, materials and supplies. Contractor will not rely on the equipment or offices of the BHA for completion of tasks and duties set forth pursuant to this Agreement. Any advice given to Contractor regarding the Scope of Work shall be considered a suggestion only, not an instruction. BHA retains the right to inspect, stop, or alter the work of Contractor to assure Contractor's conformity with this Agreement.

**COMPENSATION**

- 7. Contractor shall be entitled to compensation for performing the tasks and duties related to the Scope of Work as follows:

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- Such compensation shall become due and payable to Contractor upon receiving an invoice and shall be paid according to the following schedule [50% upon signing this contract and 50% upon completion of the scope of work required]:

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**NOTICE CONCERNING WITHHOLDING OF TAXES**

- Contractor recognizes and understands that Contractor will receive an IRS 1099 statement and related tax statements, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Contractor hereby promises and agrees to indemnify the BHA for any damages or expenses, including attorney's fees, and legal expenses, incurred by the BHA as a result of Contractor's failure to make such required payments.

**AGREEMENT TO WAIVE RIGHTS TO BENEFITS**

- Contractor hereby waives and foregoes the right to receive any benefits given by BHA to its regular employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, such as 401(k) plans. This waiver is applicable to all non-salary benefits that might otherwise be found to accrue to the Contractor by virtue of their services to BHA, and is effective for the entire duration of Contractor's agreement with BHA. This waiver is effective independently of Contractor's employment status as adjudged for taxation purposes or for any other purpose.

**TERMINATION**

- This Agreement may be terminated prior to the completion or achievement of the Scope of Work by either party giving \_\_\_\_\_ days written notice. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.

**NON-DISCLOSURE OF PROPRIETARY INFORMATION**

- Contractor agrees not to disclose or communicate, in any manner, either during or after Contractor's agreement with BHA, proprietary information about BHA, its operations, clientele, or any other proprietary information, that relate to the business of BHA including, but not limited to, the names of its residents, its operations, or any other information of any kind which would be deemed confidential or other form of proprietary information of BHA. Contractor acknowledges that the above information is material and confidential and that it affects the profitability of BHA. Contractor understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. To the extent Contractor feels they need to disclose confidential information, they may do so only after obtaining written authorization from the Executive Director of the BHA.

## **RETURN OF PROPERTY**

13. On termination of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, belonging to the other party to them, including but not limited to, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.

## **EXPENSE ACCOUNTS**

14. Contractor and the BHA agree to maintain separate accounts in regard to all expenses related to performing the Scope of Work. Contractor is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by the Executive Director of the BHA. Contractor agrees to execute and deliver any agreements and documents prepared by BHA and to do all other lawful acts required to establish, document and protect such rights.

## **WORKS FOR HIRE**

15. Contractor agrees that the Scope of Work, all tasks, duties, results, developed or performed pursuant to this Agreement are considered “works for hire” and that the results of said work are by virtue of this Agreement assigned to the BHA and shall be the sole property of BHA for all purposes.

## **LEGAL COMPLIANCE**

16. Contractor is encouraged to treat all BHA employees, residents, clients and other affiliates with respect and responsibility. Contractor is required to comply with all laws, ethical codes and BHA policies, procedures, rules or regulations, including those forbidding sexual harassment, discrimination and unfair business practices.

## **LICENSING, WORKERS’ COMPENSATION AND GENERAL LIABILITY INSURANCE**

17. Contractor agrees to immediately supply the BHA with proof of any licensing status required to perform the Scope of Work pursuant to this Agreement, Workers’ Compensation Coverage where required by law and General Liability Insurance, upon request of the BHA.

## **PERSONS HIRED BY CONTRACTOR**

18. All persons hired by Contractor to assist in performing the tasks and duties necessary to complete the Scope of Work shall be the employees of Contractor unless specifically indicated otherwise in an agreement signed by all parties. Contractor shall immediately provide proof of Workers’ Compensation insurance and General Liability insurance covering said employees, upon request of the BHA.

## **NOTICES**

19. Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Contractor agrees to keep BHA current as to their business and mailing addresses, as well as telephone, facsimile, e-mail and pager numbers.

## **ATTORNEY'S FEES AND COSTS**

20. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before or after judgment in addition to any other relief to which such party may be entitled.

## **MEDIATION AND ARBITRATION**

21. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes unless the Parties stipulate otherwise. The attorneys' fees and costs of arbitration shall be borne by the losing party, as set forth in paragraph 19 above, unless the Parties stipulate otherwise, or in such proportions, as the arbitrator shall decide.

## **INDEMNIFICATION**

22. Contractor shall defend, indemnify, hold harmless, and insure BHA from any and all damages expenses or liability resulting from or arising out of, any negligence or misconduct on Contractor's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of Contractor. Contractor shall insure that its employees and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement. Contractor shall name BHA as an additional insured on all related insurance policies including workers compensation, and general liability.

## **CONTAINMENT OF ENTIRE AGREEMENT**

23. This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto, except for any separately signed Confidentiality or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

