MBE/WBE CONTRACTORS ACTIVITY REPORT

To be completed for each Sub-Contract at or exceeding $25,000

Eligible Sub- Contractors must be qualified as Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) and currently certified by the State Office of Minority/Woman Business Assistance (SOMWBA).

If said goals are not achieved by general contractor, the NON AVAILABILITY FORM MUST be completed to explain reasons for non-compliance.

Name of Firm	Is this firm a		Address of Firm	Bid Price	% of Total Contract Price
	MBE	WBE			

This information is true and correct to the best of my knowledge.

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 DeclinedJob

(____) 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 Untied 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 City of New Bedford, 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 City of New Bedford. 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. 170lu (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 organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. '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 organizations 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 organization, 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 contact under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction or 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