

Highlighted Items (marked in yellow) need to be modified to reflect the specific situation for the Public Housing Authority. To simplify the process, do a “search and replace” (Control-H) for “Public Housing Authority” and for “PHA”

REQUEST FOR PROPOSAL

FOR

PUBLIC HOUSING AUTHORITY

INTEGRATED PEST MANAGEMENT PROGRAM

RELEASE DATE: ***DATE***

RESPONSE DATE AND TIME: ***DATE AND TIME (TYPICALLY 30 DAYS)***

SOLICITATION NO: ***NUMBER***

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SECTION I GENERAL TERMS AND CONDITIONS

1.00 INTRODUCTION

The following general terms and conditions apply to any contract issued hereunder, except where the clauses are self-deleting because of monetary thresholds, or the clause prescriptions. Other provisions, including contract clauses, may be added to individual contract(s) by mutual agreement of the **Public Housing Authority (PHA)** and the Contractor.

It is understood by **PHA** and the Contractor that, where appearing in the referenced clauses, the terms "Government", "Contracting", "Officer", and named contracting agency shall mean "**PHA**", except where the terms "Contractor" and "Subcontractor" are used in a clause where in the normal relationship between parties denoted by these terms is stated or implied. "Bidder" is the company submitting a proposal in response to this Request for Proposals. The "Contractor" also means the successful "Bidder" who signs a contract based on its response to this Request for Proposals. Notwithstanding the above, all audit rights of the Contractor's books and records shall be reserved to the Government.

1.01 DESCRIPTION OF HOUSING AUTHORITY

The **Public Housing Authority (PHA)** was established in [REDACTED]. **PHA**'s jurisdiction includes [REDACTED]. The administrative office is located at [REDACTED]. There are approximately [REDACTED] site offices. **PHA** is a body corporate and politic organized under the laws of the State of [REDACTED]. It is federally subsidized by the U.S. Department of Housing and Urban Development (HUD) to provide decent, safe, sanitary, and affordable housing to low and moderate income families. It is regulated by the Housing Act of 1937 as amended, regulations promulgated pursuant thereto, as well as laws of State of [REDACTED].

1.02 REQUESTS FOR INFORMATION

Any prospective bidder desiring an explanation or interpretation of this RFP must request in writing, by fax, email or express mail, such request for information no later than five (5) days prior to the proposal due date. Requests should be directed to the Contract Administrator at the address listed in Section 5.00 herein. Any information given to a prospective bidder concerning the solicitation will be furnished promptly to all prospective bidders, if that information is necessary in submitting an offer or if the lack of it would be prejudicial to any other prospective bidder. Oral explanations or instructions given before the award of the contract will not be binding on contract performance.

1.03 PRE-BID CONFERENCE

A Pre-Bid conference will be held in the **PHA** Purchasing and Distribution conference room at [REDACTED] on [REDACTED].

1.04 RIGHT TO PROTEST

Any actual or prospective bidder who is aggrieved in connection with soliciting or award of this contract, may address a protest in writing to the Director of Purchasing within seven (7) working days after the aggrieved person knows, or should have known, of the facts given rise to the protest. The Director of Purchasing's address is [REDACTED].

1.05 AUTHORITY TO RESOLVE PROTESTS

The Director of Purchasing shall have the authority, prior to the commencement of any legal action concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offerer, or contractor, actual or prospective, concerning the solicitation or award of a contract. The Director of Purchasing may consult with the Legal Department for advice regarding the drafting of the response.

If the protest is not resolved by mutual agreement, the Director of Purchasing shall promptly issue a decision in writing. The decision shall state the reasons for the action taken; and inform the protestant of its right to administrative review provided in this procedure.

1.06 STAY OF PROCUREMENT DURING PROTESTS

In the event of a timely protest under this Section, **PHA** shall not proceed further with the award of the contract until the Director of Purchasing has made a written determination that the award of the contract, without delay, is necessary, to protect the substantial interests of **PHA**.

1.07 FINALITY OF DECISION

The decision of the Director of Purchasing is final and conclusive, unless fraudulent, or any person adversely affected, commences an action in court, or appeals the decision to the **PHA** Board of Commissioners.

1.08 ENTITLEMENT TO COSTS

In addition to any other relief, when a protest is sustained and the protesting bidder should have been awarded the contract under the solicitation, but is not, then the protesting bidder shall be entitled to certain costs, including bid preparation costs, but excluding attorney's fees.

1.09 AUTHORITY TO DEBAR OR SUSPEND FROM **PHA PURCHASING**

After reasonable notice to the person, corporation, or partnership involved, and reasonable opportunity for that person to be heard, the Director of Purchasing, after consultation with the Legal Department, shall have the authority to debar a person for cause from consideration for award of the contracts. The debarment shall not be for a period of more than three (3) years. The Legal Department and the Executive Director shall have the authority to suspend a person from consideration for award of contracts if there is probable cause for debarment. The suspension shall not be for a period exceeding three (3) months. The authority to debar shall be exercised in accordance with this procedure. The debarment process will include applicable due process procedures.

1.10 PROPOSED SUBCONTRACTING

Bidder is required to include in their response a list of any proposed subcontractors, and a list of tasks or items, if any, which the bidder intends to subcontract.

1.11 FAILURE TO SUBMIT PROPOSAL

Recipients of this solicitation not responding with a proposal should not return this solicitation. Instead, they should advise the Contract Administrator by letter or postcard whether they want to receive future solicitations for similar requests. It is also requested that such recipients advise the Contract Administrator of the reason(s) for not submitting a proposal in response to the RFP. If a recipient does not submit an offer and does not notify the Contract Administrator that notice of future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

1.12 SALES TAX & VENDOR'S LICENSE

The Authority is a political subdivision of the State of [REDACTED] and therefore is exempt from State, Local and Federal taxes. If applicable, a vendor's license issued by the State of [REDACTED] shall be submitted with the proposal.

1.13 CONTRACTOR RESPONSIBILITY

Notwithstanding the right of the Federal Government and PHA to review the Contractor's efforts and progress and particularly with reference to the specifications, and deliverable items, which may be provided for elsewhere in this contract, it is expressly understood that the Contractor is completely responsible for the compliance of contract and items with the provisions of this contract and any reviews and approval given by PHA or the Government, do not relieve the Contractor of this responsibility without written approval of PHA's Contract Administrator.

SECTION II -DESCRIPTION OF SERVICES

2.00 PROJECT DESCRIPTION

The *Public Housing Authority* intends to enter into one or more contracts for pest control services at various locations owned by PHA. The locations consist of residential and administrative properties. The residential property consists of approximately [REDACTED] high-rise units, [REDACTED] family units, [REDACTED] units for the elderly and disabled, and [REDACTED] scattered sites. See Exhibit 1 for a current list of PHA's locations.

PHA, at its sole discretion, reserves the right to award multiple contracts for these locations or to exclude some of the locations from the contracts. The specific locations, especially the scattered site locations, may vary during the contract.

2.01 COVERED PESTS

The Contractor shall adequately suppress the following pests:

1. Indoor populations of rodents, insects, including cockroaches and bed bugs), arachnids, and other arthropods.
2. Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified buildings.
3. Nests of stinging insects within the property boundaries of the specified buildings.
4. Individuals of all excluded pest populations that are incidental invaders inside the specified buildings, including winged termite swarmers emerging indoors.

The Contractor shall notify **PHA** if it notices unusual levels of the following pests. Contractor is not responsible for their control unless **PHA** and Contractor agree in writing.

1. Birds, bats, snakes, and all other vertebrates other than commensal rodents.
2. Termites and other wood-destroying organisms.
3. Mosquitoes.
4. Pests that primarily feed on outdoor vegetation.

2.02 SCOPE OF WORK

PHA has determined that it will control pests using integrated pest management consistent with U.S. Department of Housing and Urban Development's *Guidance on Integrated Pest Management*. See Exhibit 2 for the Guidance. The Guidance identifies ten elements of an effective IPM program.

PHA seeks a Contractor who will provide pest control services as described in Exhibit 3 for each of the ten elements. Contractor must provide services in a manner that demonstrates sensitivity to the fact that **PHA** properties are primarily residential in nature and puts the needs of the residents as the foremost priority.

Contractor must follow IPM Pest Control Service Guidelines described in Exhibit 4 except where Contractor specifically identifies situations where it follows alternative Guidelines.

2.03 ACCESS TO PROPERTY

PHA will provide Contractor with access to the unit(s) as required. **PHA** employee will accompany Contractor when entering any unit.

2.04 CATEGORIES OF SERVICES

Contractor shall perform the following tasks for the buildings listed in this RFP.

1. **Initial Inspection:** Conduct an initial inspection during the first month of the contract or when being assigned new properties. The initial inspection is for the contractor to evaluate the needs of the premises and to present findings with **PHA**. The following specific points should be addressed:
 - a. Identification of problem areas in and around the building;
 - b. Discussions of effectiveness of previous efforts;
 - c. Contractor access and coordination to all necessary areas;
 - d. Establish locations for routine monitoring in common areas; and
 - e. Information for the contractor of any restrictions or special safety precautions.
2. **Routine Inspection:** Conduct regularly scheduled inspection services for pests, set out or collect monitoring traps, and treat units for pests as needed. Inspections should be monthly or, at least, quarterly.
3. **Emergency Inspection:** Conduct inspections and necessary treatment in response to requests by **PHA** for corrective action. Emergency Inspections, when requested, are to be performed within eight (8) hours during normal working hours.
4. **Call-Back Service:** Conduct follow-up inspection in response to resident or staff complaints. Routine call-back service shall be furnished within one (1) workday after receipt of notification by **PHA**. Call-back service required by **PHA** due to contractor negligence will be at no charge.

5. **Unit Turnover Service:** Conduct intensive inspection and necessary treatment as requested by **PHA** when units are prepared for occupancy. These units will typically be existing units changing residents. They may also be new units added to the scope of the contract.
6. **Special Service:** Conduct inspection and pest control as agreed to by the Contractor and **PHA** for pests such as wood-boring insects, birds, and snakes not covered by routine inspections as noted in Section 2.01.

2.05 INTEGRATED PEST MANAGEMENT (IPM) PLAN

Contractor shall submit with its proposal the IPM Plan. If aspects of the IPM Plan are incomplete or unacceptable, the contractor will have five (5) days to submit a revision after notification. The Contractor shall be responsible for carrying out work according to the approved IPM Plan.

At a minimum, the IPM Plan shall consist of the following:

1. **Materials and Equipment for Service:** The contractor shall provide current labels and Material Safety Data Sheets (MSDS) of pesticides to be used, and brand names of pesticides application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest IPM devices or equipment.
2. **Method for Monitoring and Surveillance:** The contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessment of pest population levels throughout the term of the contract. This information must include general locations of common area monitoring traps and responsibilities for routinely checking the traps.
3. **Service Schedule for Each Building or Site:** The Contractor shall provide complete service schedules that include specific day(s) of the week of Contractor visits, and approximate duration of each visit. Contractor's proposal shall assume a monthly treatment per property. If more or less frequent visits may be needed based on inspections and trap results, Contractor shall explain the basis for adjusting the service schedule. Except as otherwise agreed, all work at properties under this contract shall be performed between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, and shall not interfere with daily **PHA** operations.
4. **Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort:** The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.
5. **Commercial Pesticide Applicator Certificates or Licenses:** The Contractor shall identify the personnel providing pest control, including the pest management supervisor. Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract.

2.06 UPDATES TO IPM PLAN

Contractor shall receive the concurrence of the **PHA** prior to implementing any subsequent changes to the approved IPM Plan, including additional or replacement pesticides and on-site service personnel. Contractor shall provide licenses for every contractor employee who will be performing on-site services before the employee begins work on **PHA**'s property. Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to the **PHA** for approval.

2.07 CONTRACTOR PERSONNEL

Contractor shall provide qualified, professional pest management personnel who:

1. Understand current practices in this field and have experience providing pest control services in a residential environment.
2. Conduct themselves in a professional and workmanlike manner, with minimal noise and disruption.
3. Cooperate with the building occupants to assure the progress of this work.
4. Maintain certification as Commercial Pesticide Applicators in the category of residential and institutional pest control services.
5. While working at **PHA**-owned or leased properties, shall wear distinctive uniform clothing that has the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner.
6. Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used.
7. Use only contractor vehicles identified in accordance with state and local regulations.
8. Observes all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.
9. Will comply with all government regulations as are applicable during the time spent on government property.
10. Obtain building passes, if needed, as supplied by the **PHA** or appropriate building manager.

Contractor shall have access to a full-time entomologist who has demonstrated expertise in structural pest control, especially for rodents, bedbugs and cockroaches will be available for routine and emergency consultation.

2.08 MINIMUM STANDARDS OF PERFORMANCE

The contractor's performance will be evaluated in accordance with the approved IPM Plan. If pests appear between scheduled treatment, the contractor may be called back to treat the room(s), or building where the problem occurred.

If the contractor fails to arrive at **PHA** installation within one (1) workday after the request for call-back service, **PHA** shall have the right to obtain the service elsewhere and the contractor agrees that the actual cost of such service shall be deducted from the contractor's invoice covering the period for which the outside service was obtained. This deduction will be supported by a copy of the invoice covering the emergency service obtained elsewhere.

Contractor must describe past experience with providing vermin and rodent control for public housing authorities or other large property management organizations and include references.

2.09 REPORTING

As part of the services provided under this contract, the collection and transmittal of data collected by the contractor during the work is crucial to the effectiveness in managing the IPM. Contractor must propose reporting and recordkeeping plans to enable PHA to monitor Contractor's work in a timely and efficient manner. As a minimum, Contractor is required to collect and submit the reports detailed below. PHA will review and approve report format prior to contract award.

1. **Individual Property Reporting (within one week):** Upon completion of each treatment cycle at a PHA estate or property, Contractor must submit the extermination log with a spreadsheet summary highlighting troubled areas or units within one week after the treatment cycle. Contractor must submit the report in hard-copy format and by email in electronic spreadsheet format. The hard copy must be signed by the building manager. PHA will not pay for work that is not documented by this report or for work documented on the report but not signed by the building manager.
2. **Treatment Cycle Reporting (within one week):** Upon completion of a treatment cycle, Contractor must submit by email a general summary report within one week. The treatment summary reports shall include, but not be limited to the following:
 - a. Brief narrative discussing the findings as they relate to an increase or new infestations by unit or apartment number, including recommendation for treatment or preventative measures.
 - b. Discuss any findings of deficiencies due to lack of access, inadequate or improper treatments, or recommendations of change to a more effective chemical.

Contractor shall submit reports to the Contract Technical Representative. Failure to submit the above reports on time shall be considered a material breach of the contract and could be used as basis for termination of the contract.

2.10 TERM OF CONTRACT

The term of this Contract shall be for a period of two (2) years beginning *Begin Date* and ending *End Date*. The term of this agreement may be formally modified in writing by the Contract Administrator.

PHA may discontinue this contract immediately upon furnishing notice to the Contractor if the parties fail to agree upon any deletion, amendment, or addition to this agreement, which is required by Statute, Executive Order, Procurement Regulation, or HUD Regulations. No deletion, modification, addition to, or discontinuance of this contract shall affect any orders hereunder entered into prior to the effective date of such change, unless mutually agreed to by the parties or otherwise required by operation of law.

2.11 BASIS OF PRICING

Please provide unit pricing in Exhibit 5 for each of the services. See Section 2.04 Categories of Services for descriptions of the services. Contractor can propose additional breakdown of the prices.

2.12 PERFORMANCE-BASED INCENTIVES

Contractor may propose incentives that **PHA** may provide to Contractor based on reductions in number of resident complaints and in number of units documented to have no pests.

2.13 COMPETENCY RECOGNITION PROGRAMS

Contractor may identify in the proposal its active participation in programs that recognize demonstrated competency. These programs include:

1. QualityPro offered by the National Pest Management Association. See www.npmaqualitypro.org for details.
2. GreenShield Certification offered by the IPM Institute of North America. See www.greenshieldcertified.org for details.
3. In California, EcoWise offered by EcoWise Certified Program. See www.ecowisecertified.org for details.
4. IPM Registry offered by the New England Pest Management Association. See www.nepma.org for details.

For more information including a comparison of these programs, see www.healthyhomestraining.org/ipm/vendor.htm. If Contractor claims recognition by one of these programs, Contractor must document that recognition and agree to comply with the requirements of the program.

SECTION III EVALUATION FACTORS

3.00 EVALUATION FACTORS

Contracts will be awarded to the responsible bidder(s) whose proposal is most advantageous to **PHA**, based on the evaluation criteria and points specified below.

Rating Criteria	Max. Score
A. Integrated Pest Management Plan: See Section 2.05	15
B. Past Experience. See Section 2.07	20
C. Reporting Plan and Capability: See Section 2.08	10
D. Proposed Costs and Incentives: See Section 2.10 and 2.11	20
E. Participation by Minority / Female Owned Business: See Section 4.01	15
F. Participation in QualityPro or Equivalent Program: See Section 2.12	10
G. Participation in Green Shield Certification, EcoWise, or Equivalent Program: See Section 2.12	10
Total Possible Score	100

SECTION IV - PROPOSAL INSTRUCTIONS

4.00 GENERAL INFORMATION

Effort has been made to outline the requirements and provide information in a format that is clear and concise. Nevertheless, it is anticipated that questions may arise, or additional information may be needed. All contact relative to this solicitation should be made in writing and directed to PHA's Contract Administrator, [REDACTED], email [REDACTED] or FAX [REDACTED].

1. Prepare proposals, quotations and presentations in a practical, legible, clear, concise, coherent and straightforward manner without expensive eye-catching devices and elaborate formats or exhibits.
2. Each element and item of information requested must be answered completely, or any omissions completely explained and justified.
3. It shall be understood that PHA shall not accept charges for the requested information, and reserves the right to reject any and all proposals.
4. The contract shall be based on this request for proposals and the Contractor's proposal. Any exceptions to the requirements must be clearly defined and justified.
5. The proposal shall be signed by an official authorized to bind the company and shall contain a statement that the proposal is firm for one hundred twenty (120) days from the due date.
6. Proposals may be withdrawn by the bidder via written or telegraphic request received by PHA no later than the time set for opening of the proposals. Any proposal that is withdrawn may nevertheless be opened and reviewed. Proposals opened on the proposal due date shall not be withdrawn without the consent of PHA for one hundred twenty (120) days after the proposal due date.
7. PHA reserves the right to accept or reject any and all proposals received as a result of this RFP, to take exception to these RFP specifications, or to waive any informalities, or the failure of any bidder or of PHA to comply therewith, to negotiate all terms and conditions with any qualified source, or to cancel or amend in part, or entirety, this RFP. All or part of a proposal will be incorporated into the final contract. Bidder may be excluded from further consideration for failure to fully comply with the specifications of this RFP. PHA may determine to reject all proposals.
8. PHA will reject the proposal of any bidder who is debarred by the U.S. Department of Housing and Urban Development (HUD), and/or the State of [REDACTED] from providing services to public housing authorities, and reserves the right to reject the proposal of any bidder who has previously failed to perform any contract properly for any purchaser, or to complete on time, contracts of a similar nature, who are not in the position to perform the contract, or who has neglected the payment of bills or otherwise disregarded as obligations to clients, purchasers, subcontractors, material men, or employees.
9. Failure of the successful vendor to accept these and other terms will void the award. Acceptance of the proposal is subject to the approval of the PHA Board and HUD.

10. Potential bidder who receives this RFP and who does not wish to make a proposal are requested to reply with a letter stating such, on or before the date and time set forth for the receipt of proposals.
11. **PHA** reserves the right to make a contract award based solely upon the proposals, or to negotiate with one or more bidders. The bidder(s) selected for the award will be chosen on the basis of greatest benefit to **PHA**, and not necessarily on the basis of lowest price.

4.01 MINORITY AND FEMALE BUSINESS ENTERPRISE PARTICIPATION

Small Disadvantaged Business (SDB) Program for Minority and Female Business Enterprise Participation, dated December 1994, is hereby incorporated into the solicitation by reference. A copy of this program is available upon request from the **PHA** SDB Program staff at **_____**. All inquiries relative to this program shall be directed to the **PHA** SDB Program Administrator.

With the submission of this proposal, the bidder is required to provide an MBE/FBE Subcontracting Plan in accordance with **PHA**'s Small Disadvantaged Business Program for Minority and Female Business Enterprise Participation dated December 1994. The MBE/FBE Subcontracting Plan shall detail specifically how the bidder intends to meet an MBE participation goal of twenty percent (20%), and an FBE participation goal of ten percent (10%) in accordance with the Program. Only minority and female businesses certifiable under **PHA**'s Small Disadvantaged Business Program will be considered in meeting the goal achievement.

The MBE/FBE Participation requirements for a prime **PHA** contract may not be applicable, in whole or in part, to a prime **PHA** Contract. To be considered for a complete or partial exemption of the MBE/FBE requirements, the bidder must document in writing the reason(s) for the requested exemption and submit that documentation in writing preferably a minimum of seven (7) days in advance of the bid date. **PHA** shall determine whether, and the extent to which, an exemption is appropriate.

4.02 EQUAL EMPLOYMENT OPPORUNITY CONTRACTING POLICY

The **PHA** adopted its Equal Employment Opportunity Contracting Policy (hereinafter referred to as the Policy) to ensure non-discrimination and equal employment opportunities for contracts awarded by the Agency. The Policy sets specific employment goals for minorities and females in accordance with Presidential Executive Order 11246.

Pursuant to the Policy, each bidder shall submit with its bid an Employment Utilization Report demonstrating compliance with the requirements set forth under the Policy. Compliance with the provisions of the Policy is required for acceptable performance of the contract. Failure to comply with the Policy or with representations made on the Employment Utilization Report may result in the rejection of the bid or cancellation of the contract.

Each bidder must complete and submit the Employment Utilization Report at the time of bid. The Report shall accurately reflect the total number of employees of the firm/business identified by race, sex, and work classifications. Failure to submit or sign the Employment Utilization Report may rule the bid non-responsive. Submission of incomplete, inaccurate, or inconsistent

information on the Report may result in a formal investigation and/or a rejection of part or the entire bid. Bidder is required to document "good faith" efforts taken towards compliance with the Policy.

Any questions regarding compliance with the Equal Employment Opportunity requirements should be directed to the PHA Department of Purchasing and Distribution at _____.

4.03 WORKERS' COMPENSATION AND LIABILITY INSURANCE

The successful bidder will be required to provide evidence of insurance for workers' compensation, general liability, and automobile liability. A certificate of insurance must be provided for all coverage stating the limits and the effective and expiration dates of coverage, and must include an endorsement adding PHA as an additional named insured. Coverage for Comprehensive General Liability insurance must have limits of not less than \$1,000,000.00. This coverage must be provided on an occurrence basis and include bodily injury, property damage, personal injury, advertising injury, blanket contractual coverage, and owner/contractor protective liability. Coverage for Workers' Compensation and Automobile Liability must be provided at limits that meet or exceed the limits required by State Law. Evidence of continuous Workers' Compensation coverage throughout the duration of the contract must be provided to PHA.

4.04 INVOICING AND PAYMENT

Invoices or vouchers for payment shall be certified by an approved and responsible official of the Contractor's organization. A monthly invoice must be submitted within thirty (30) days after services are provided. PHA will pay invoices net thirty (30) days, after receipt of the invoice. Each invoice or voucher shall, at a minimum, be supported by a summary of the cumulative costs and a description of the service provided. Each invoice or voucher must also show the Contract Number. The Contractor shall submit one (1) original and two (2) copies of the invoice and mail to PHA at the address below:

Public Housing Authority
Accounts Payable - Contract No. _____

4.05 APPLICABILITY OF _____ PUBLIC RECORDS LAW

Contractor is advised that all bids/proposals submitted to PHA are subject to _____ public records laws and may be subject to disclosure to the public. Information in bids/proposals and other submissions that would be deemed a trade secret or otherwise not subject to disclosure under public records laws shall be clearly indicated as such by the contractor. Also, the bidder shall submit one copy of its bid/proposal and other submissions, which has been redacted of all trade secrets and other information not subject to disclosure pursuant to a public records request. Failure to do so may subject the entire contents of a bid/proposal or other submission to disclosure under public records laws.

4.06 ADDITIONAL FORMS REQUIRED BY HUD

Bidder is required to complete to forms required by HUD and include them in the proposal. These forms are:

1. Non-Collusive Affidavit (HUD Form 5369-A)
2. Certifications and Representations of Offerors Non- Construction Contract (HUD Form 5369-C)

4.07 MATERIALS TO INCLUDE WITH PROPOSAL

Response to Request for Proposals including:

1. Contact Information
2. Description of Company
3. Project Proposal
4. Credentials of Staff (including entomologist)
5. List of Proposed Subcontractors (if any) and List of Tasks Bidder Intends to SubContract – See Section 1.10
6. Exceptions to Requirements in Request for Proposal and Exhibits
7. Proposed Performance-Based Incentives – See Section 2.12

The Response must include the following attachments:

- A. Basis of Pricing – See Section 2.11 and Exhibit 5
- B. Integrated Pest Management Plan – See Section 2.05
- C. Documentation of Participation in Recognition Programs – See Section 2.13
- D. Vendor’s License by State (if applicable) – See Section 1.12
- E. MBE/FBE Subcontracting Plan – See Section 4.01
- F. Employment Utilization Report – Section 4.02
- G. Certificate of Insurance – Section 4.03
- H. Non-Collusive Affidavit (HUD Form 5369-A)
- I. Certifications and Representations of Offerors Non- Construction Contract (HUD Form 5369-C)

SECTION V - PROPOSAL SUBMITTAL

5.00 FORMS

Submit one (1) original and five (5) copies of your proposal and completed attachments in a sealed envelope, addressed as follows:

PHA Purchasing Department
[Redacted]
[Redacted]

Attention: [Redacted]
"PROPOSAL" DO NOT OPEN
SOLICITATION NO. [Redacted]

Failure to return any of these Attachments will deem your proposal as non-responsive.

5.01 DELIVERY OF PROPOSAL

The proposal shall be delivered or mailed to the **PHA** Purchasing Department, on or before the response date and time. Proposals, which are received after the response date and time, will be returned unopened to the sender. Overnight express envelopes must be identified as shown above, to eliminate late or misdelivered proposals. **PHA** DOES NOT ACCEPT RESPONSIBILITY FOR LATE OR MIS-DELIVERED PROPOSALS.

Exhibit 1

List of Locations

List all PHA locations that may be services by contracts awarded pursuant to the Request for Proposals. It is helpful to group the locations by the type of unit as noted below since the pest control services are likely to vary by each group. For scattered sites, provide only a number. Do not provide the address. It is helpful to the contractor to know the year each location was built where the information is readily available.

Name	# of Units	Year Built	Address
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Administrative Offices

High-Rise Units

Family Units

Elderly and Disabled Units

Scattered Sites *(total number only)*



**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

SPECIAL ATTENTION OF:

Regional Directors; State and Area Coordinators; Public Housing Hub Directors; Program Center Coordinators; Troubled Agency Recovery Center Directors; Special Applications Center Director; Administrators, Offices of Native American Programs; Public Housing Agencies; Housing Choice Voucher/Section 8 Public Housing Agencies; Tribally Designated Housing Entities; Indian Tribes; Resident Management Corporations.

NOTICE PIH 2007-12 (HA)

Issued: May 24, 2007

Expires: May 31, 2008

Cross Reference:

24 CFR 903.7(e)(2)

**This Notice Supersedes Notice
PIH-2006-11 (HA)**

Subject: Guidance on Integrated Pest Management

1. **PURPOSE:** The purpose of this Notice is to inform public housing agencies (PHAs) and Tribally Designated Housing Entities (TDHEs) to reference materials on Integrated Pest Management (IPM) located in Maintenance Guidebook Seven: Termite, Insect and Rodent Control and reference material located at paragraph 7 of this notice. PHAs and TDHEs (HAs) may choose to share this information with families and property owners participating in their programs.
2. **APPLICABILITY:** The information in this Notice may be of interest to HAs, property owners, property managers, and family program participants when they review their pest control efforts. The decision to reflect IPM processes in their ongoing pest control efforts rests solely on local management. The use of this material is voluntary for the HAs; however, HUD promotes the use of IPM for pest control.
3. **BACKGROUND:** The goal of IPM (per the Environmental Protection Agency) is to manage pest damage by the most economical means, and with the least possible hazard to people, property, and the environment. To undertake IPM, property managers should be committed to ongoing or continuous monitoring and record keeping, education of residents and staff, and good communication between residents and building managers. IPM methods involve restricted access to food/water, sanitation and waste management, mechanical control, natural control agents, physical barriers, structural maintenance, and, where necessary, conservative application of pesticides.

HUD has supported IPM for more than two decades and published and distributed Maintenance Guidebook Seven: Termite, Insect, and Rodent Control, to all PHAs in 1995. Some HAs use the IPM approach to pest management and have seen it dramatically reduce both pest populations and pesticide use. IPM programs have also positively engaged residents through the outreach and education needed to prepare them for their role in implementing IPM.

4. DEFINITION: IPM efforts involve HA staff, contractors, and residents, and include:
- a. Communicating the HA's IPM policies and procedures to all building occupants, administrative staff, maintenance personnel, and contractors.
 - b. Identifying (1) pests and (2) environmental conditions that limit the spread of pests, including the presence of pests' natural enemies.
 - c. Establishing an ongoing monitoring and record keeping system for regular sampling and assessment of pests, surveillance techniques, and remedial actions taken, including establishing the assessment criteria for program effectiveness.
 - d. Determining, with involvement of residents, the pest population levels – by species – that will be tolerated, and setting action thresholds at which pest populations warrant action.
 - e. Improving sanitation, waste management, mechanical pest management methods, and/or natural control agents that have been carefully selected as appropriate in light of allergies or cultural preferences of staff or residents.
 - f. Monitoring and maintaining structures and grounds (e.g., sealing cracks, eliminating moisture intrusion/accumulation) and adding physical barriers to pest entry and movement.
 - g. Developing an outreach/educational program and ensuring that leases reflect residents' responsibilities for: (1) proper housekeeping, (2) reporting presence of pests, leaks, and mold, and (3) cooperating with specific IPM requirements such as obtaining permission of HA management before purchasing or applying any pesticides.
 - h. Enforcing lease provisions regarding resident responsibilities such as housekeeping, sanitation, and trash removal and storage.
 - i. Using pesticides only when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment, and, as appropriate, notifying PHA management before application.
 - j. Providing and posting 'Pesticide Use Notification' signs or other warnings.
5. HEALTH AND COST CONCERNS: Pests may adversely impact health and contribute to worsening some diseases, such as allergies and asthma. Therefore, pest control methods are targeted to protecting the health of residents and staff. Even though applying pesticides may be effective in eliminating pest populations, many of these chemicals may be associated with health and/or environmental risks, and their use should be minimized if alternative methods exist. IPM frequently has proven to be more effective in reducing pest populations than depending solely on broadcasting pesticides. Therefore, IPM offers the potential of ensuring efficacy of pest elimination while protecting the health of residents and staff.

Most of the effective methods of pest elimination, including ongoing repairs, erection of barriers, and monitoring, will extend the useful life of the property and, thereby, generate significant savings that offset costs of the pest control operations. Many of these non-application methods, including structural maintenance, especially inspecting for and repairing leaking pipes and cracks in roofs, walls, and windows are effective in preventing moisture intrusion and accumulation. Additionally, IPM-conscious HAs assess the need to install physical barriers to both pest entry and pest movement within every structure.

6. IMPLEMENTATION: The choice of pest control strategies is the decision of HAs' property owners and managers. HAs may choose to implement IPM. This may be done to the extent, and in the manner, they determine best, at their discretion. If a HA uses an outside contractor for pest control, the HA's pest control/IPM policies and procedures should be incorporated into the specifications or statement of work for the pest management contract. The HA may also consider training for maintenance staff and education for residents as well as for HA administrative staff who oversee housing developments or administer occupancy and rental duties such as unit housekeeping inspections. If the HA uses its own maintenance staff for pest management, proper training in the HA's IPM procedures is essential. The contract administrator for any pest management contract should also be trained. Successful results rely upon proper implementation; training is therefore of the utmost importance. Not only must maintenance staff be trained, but also residents and their elected leaders. Successful IPM requires resident participation through proper housekeeping, reporting of pest infestations, and trash removal. Residents can monitor pest populations and assist in identifying how to eliminate access to food and water for pests. HUD encourages HAs to partner with local pest management organizations.
7. REFERENCE MATERIALS FOR IMPLEMENTING IPM:
- a. PIH Maintenance Guidebook Seven – Termite, Insect & Rodent Control (September, 1995): http://hudclips.org/sub_nonhud/cgi/pdfforms/HUDGB7.pdf
 - b. PIH Notice 95-66: http://www.hudclips.org/sub_nonhud/cgi/pdfforms/HUDGB1N.pdf
 - c. General Services Administration
 - i. GSA Guidelines For Structural Pest Control Operations: http://schoolipm.ifas.ufl.edu/doc/bus_prac.html
 - ii. Integrated Pest Management Program - Contract Guide Specification (1999) <http://schoolipm.ifas.ufl.edu/doc/contract.pdf>
 - d. U.S. Environmental Protection Agency
 - i. General IPM information (for schools, but generally applicable to such other large buildings as multifamily housing): <http://www.epa.gov/pesticides/ipm>
 - ii. EPA staff contacts: <http://www.epa.gov/pesticides/about/contacts.htm#ipm>
 - iii. List of EPA IPM publications and instructions for ordering documents <http://www.epa.gov/oppfead1/Publications/catalog/subpage3.htm>
 - e. U.S. Department of Defense - Armed Forces Pest Management Board Technical Guide No. 29 Integrated Pest Management (IPM) In And Around Buildings <http://www.afpmb.org/pubs/tims/tg29/tg29.htm>
 - f. Massachusetts Department Of Food And Agriculture Pesticide Bureau - Integrated Pest Management Kit For Building Managers: <http://www.pestinfo.ca/documents/IPMkitforbuildingmanagers.pdf>
 - g. Alliance for Healthy Homes http://www.afhh.org/dah/dah_pesticides.htm
 - h. Canada
 - i. University of Toronto, Integrated Pest Management in Housing, <http://www.utoronto.ca/forest/termite/IPMH.html>
 - i. IPM Institute of North America - IPM Standards for Schools:
 - i. <http://www.ipminstitute.org/school.htm>
 - ii. http://www.ipminstitute.org/IPM_Star/ipmstar_profiles_monroe_county_in.htm
 - j. PHA RESOURCE
 - ii. HUD-funded "Healthy Public Housing Project" conducted by Harvard School of Public Health in Boston public housing <http://www.hsph.harvard.edu/hphi>

k. PHA Case Studies

iii. CUYAHOGA HOUSING AUTHORITY:

http://www.ehw.org/Asthma/ASTH_EPA_IPM_CaseStudy.pdf

iv. Boston Housing Authority:

<http://www.asthmaregionalcouncil.org/about/documents/IPMinMultifamilyHousing7.25.06.doc>

The above list of IPM practices does not constitute a HUD endorsement of any specific practice, but provides IPM ideas and practices that have reportedly been used to improve pest management while reducing unnecessary dependence on pesticides. HUD encourages PHAs/TDHEs to share their policies, procedures, resident leases, and written case studies so that these may be published on the HUD web for others to read.

For further information about this Notice, contact the nearest HUD Office of Public Housing within your state. Tribes and TDHE's should contact the nearest HUD Office of Native American Programs. Locations of these offices are available on HUD's website at <http://www.hud.gov>

/s/

Orlando J. Cabrera, Assistant Secretary for
Public and Indian Housing

Exhibit 3
IPM Pest Control Services Provided By Contractor

HUD IPM Program Elements	Contractor Must Provide the Following Services
<p>1. Communicate Policies Communicate Public Housing Authority's (PHA's) Integrated Pest Management (IPM) policies and procedures to:</p> <ul style="list-style-type: none"> • All building occupants; • Administrative staff; • Maintenance personnel; and • Contractors. 	<p>Contractor shall:</p> <ul style="list-style-type: none"> a. Provide technical assistance ongoing effort to improve its policies and procedures; and b. Reinforce efforts to communicate Integrated Pest Management (IPM) policies and procedures to as the opportunity arises.
<p>2. Identify Problems Identify</p> <ul style="list-style-type: none"> • Pests; and • Environmental conditions that limit the spread of pests. 	<p>Contractor shall identify pests and environmental conditions that limit the spread of pests.</p>
<p>3. Monitor and Track Establish an ongoing monitoring and record keeping system for:</p> <ul style="list-style-type: none"> a. Regular sampling and assessment of pests; b. Surveillance techniques; c. Remedial actions taken; and d. Assessment of program effectiveness. 	<p>Contractor shall:</p> <ul style="list-style-type: none"> a. Establish an ongoing monitoring and record keeping; b. Obtain signature of building manager on tracking results; and c. Submit results in electronic format.
<p>4. Set Thresholds for Action Determine, with involvement of residents:</p> <ul style="list-style-type: none"> • Pest population levels – by species – that will be tolerated; and • Thresholds at which pest populations warrant action. 	<p>Property manager has determined that it will not tolerate cockroaches and rodents on its properties due to the health threats posed by these pests and the disruption to the resident comfort. It will not tolerate bedbugs either.</p> <p>The Contractor shall provide technical assistance in setting thresholds for other pests.</p>
<p>5. Improve Non-Pesticide Methods Improve:</p> <ul style="list-style-type: none"> • Mechanical pest management methods; • Sanitation; • Waste management; and • Natural control agents. <p>that have been carefully selected as appropriate in light of allergies or cultural preferences of staff or residents.</p>	<p>Contractor shall:</p> <ul style="list-style-type: none"> a. Identify methods to improve non-pesticide methods; and b. Assess the effectiveness of these methods; c. Make recommendations to improve the methods based on the assessment.

HUD IPM Program Elements	Contractor Must Provide the Following Services
<p>6. Prevent Pest Entry and Movement</p> <ul style="list-style-type: none"> • Monitor and maintain structures and grounds including: <ul style="list-style-type: none"> ○ Sealing cracks; ○ Eliminating moisture intrusion and accumulation. • Add physical barriers to pest entry and movement. 	<p>Contractor shall report any problems with this effort and provide technical assistance as needed.</p>
<p>7. Educate Residents and Update Leases</p> <ul style="list-style-type: none"> • Develop an outreach/educational program. • Ensure that leases reflect residents' responsibilities for: <ul style="list-style-type: none"> ○ Proper housekeeping ○ Reporting presence of pests, leaks, and mold. 	<p>Contractor shall provide residents with education materials on IPM and specific pests.</p>
<p>8. Enforce Lease</p> <p>Enforce lease provisions regarding resident responsibilities such as:</p> <ul style="list-style-type: none"> • Housekeeping • Sanitation • Trash removal and storage. 	<p>Contractor shall identify residents who are not complying with the lease provisions regarding housekeeping, sanitation, trash removal, and trash storage.</p>
<p>9. Use Pesticides Only When Necessary</p> <p>Use pesticides only when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment, and, as appropriate, notifying PHA management before application.</p>	<p>Contractor shall:</p> <ul style="list-style-type: none"> • Use pesticides only when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment, and, as appropriate, notifying property management before application. • Provide copy of pesticide label to property manager.
<p>10. Post Signs</p> <p>Provide and post 'Pesticide Use Notification' signs or other warnings.</p>	<p>Contractor shall provide and post 'Pesticide Use Notification' signs or other warnings in coordination with building management.</p>

Exhibit 4

IPM Pest Control Service Guidelines – Practices and Procedures

The Guidelines are based on the requirements for federal properties. See www.gsa.gov/ipm for details, especially GSA's "Integrated Pest Management Program Contract Guide Specifications."

USE OF PESTICIDES

The Contractor shall adhere to the following rules for pesticide use:

- A. **Approved Products**: The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the Contract Manager.
- B. **Pesticide Storage**: The Contractor shall not store any pesticide product in the buildings specified in this contract.
- C. **Application by Need**: Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area. Requests for preventive pesticide treatments in areas where surveillance indicates a potential insect or rodent infestation will be evaluated by the Contract Manager on a case-by-case basis. Written approval must be granted by the Contract Manager prior to any preventive pesticide application.
- D. **Minimization of Risk**: When pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

INSECT CONTROL

- A. **Emphasis on Non-Pesticide Methods**: The Contractor shall use non-pesticide methods of control wherever possible. For example:
 - 1. Portable vacuums rather than pesticide sprays shall be the standard method for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs.
 - 2. Trapping devices rather than pesticide sprays shall be the standard method for indoor fly control.
- B. **Application of Insecticides to Cracks and Crevices**: As a general rule, the Contractor shall apply all insecticides as "crack and crevice" treatments only, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process.
- C. **Application of Insecticides to Exposed Surfaces or as Space Sprays**: Application of insecticides to exposed surfaces or as space sprays ("fogging") shall be restricted to exceptional circumstances where no alternative measures are practical. The Contractor shall obtain approval of the Contract Manager prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while tenant personnel are present. The Contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.
- D. **Insecticide Bait Formulations**: Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.

- E. Monitoring: Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

RODENT CONTROL

- A. Indoor Trapping: As a general rule, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the Contract Manager. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.
- B. Use of Rodenticides: In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval of the Contract Manager prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.
- C. Use of Bait Boxes: All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:
1. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
 2. The lids of all bait boxes shall be securely locked or fastened shut.
 3. All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
 4. Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
 5. All bait boxes shall be labeled on the inside with the Contractor's business name and address, and dated by the Contractor's technician at the time of installation and each servicing.

Exhibit 5

Basis of Pricing

Provide unit pricing in Exhibit 5 for each of the services. See Section 2.04 Categories of Services for descriptions of the services. If necessary, propose additional breakdown of the prices.

Type of Unit	Initial Inspection	Routine Inspection	Emergency Inspection	Call-Back Service	Unit-Turnover Service	Special Service
Family Units	\$	\$	\$	\$	\$	\$
High-Rise Units	\$	\$	\$	\$	\$	\$
Elderly and Disabled Units	\$	\$	\$	\$	\$	\$
Scattered Sites	\$	\$	\$	\$	\$	\$
Administrative Buildings	\$	\$	\$	\$	\$	\$

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe"

means any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:
