

MERIDIAN HOUSING AUTHORITY

JANUARY 16, 2019

REQUEST FOR PROPOSALS (RFP)

FOR

PEST CONTROL SERVICES

SOLICITATION RFP #2019-01

MERIDIAN HOUSING AUTHORITY

An Equal Opportunity Employer

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MERIDIAN HOUSING AUTHORITY

The Housing Authority of the City of Meridian is requesting from qualified companies and/or individuals to provide the services as shown below:

TYPE OF PROJECT: Provide monthly pest control services

DATE ISSUED: January 16, 2019

CONTACT PERSON: Marcy Chatham, Director of Finance & Administration
(PHONE) 601-693-4285 x 226
(FAX) 601-693-4491
(EMAIL) mchatham@meridianhousing.net

SUBMISSION DEADLINE: January 25, 2019 @ 2:00 p.m. (local time)

SUBMISSION ADDRESS: Meridian Housing Authority
Marcy Chatham
2425 E Street * P O Box 870
Meridian, MS 39302-0870

Enclosed are: **Form HUD-5369-B** "Instructions to Offerors Non-Construction", **Form HUD-5369-C** "Representations, Certifications, and Other Statements of Offerors", and **Form HUD-5370-C** "General Contract Conditions – Non-Construction" that will be attached and made a part of the contract.

QUESTIONS: All questions **MUST** be in writing and submitted by 12:00 NOON on **January 22, 2019** to Marcy Chatham, Director of Finance & Administration. Refer to the enclosed document **HUD 5369-B, Section 4** regarding questions. Failure to acknowledge any issued amendments to this solicitation may deem the offeror non-responsive.

BACKGROUND:

- ❖ The Housing Authority of the City of Meridian (MHA) is one of the largest housing providers in the City of Meridian, and is Mississippi's largest provider of low-income **public housing**.
- ❖ MHA operates 986 units of low-income public housing. Properties are located throughout the City of Meridian.

TASKS REQUIREMENTS:

- Bonded and licensed.
- Specialized knowledge and understanding of pest control chemical application.
- Contractor's employees shall be courteous at all times, to work quietly and not to use loud or profane language; clothing will be as neat and clean as circumstances permit; and employees assigned to drive a vehicle shall, at all times, carry a valid driver's license for the type of vehicle he/she is driving. A new technician shall be assigned every six months, with uniform and identification tag.
- Contractor shall establish and maintain an office through which it can be contacted and where complaints can be made. Contractor shall have at least one responsible person in charge and accessible during normal business hours Monday-Friday, 8 a.m.-5 p.m. All work shall be performed between 8 a.m. and 5 p.m.
- Contractor shall obtain and assume the cost of all licenses and permits necessary to perform the work.

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- Contractor cannot assign contract. Any technician is subject to being reassigned upon MHA request.
- Upon request, complete a detailed financial statement and furnish any other information that may be required by the Meridian Housing Authority.

SCOPE OF SERVICES:

- Furnish all materials and professional services involved in the crack and crevice application of pest control chemicals inside MHA properties. Contractor must provide a range of chemicals to be used for **roaches, mice, flees, bed bugs, wasps, spiders, ants, etc.**
- Contractor **MUST** give MHA two weeks notice and MSDS before use of any new chemicals. MHA must approve new chemicals.
- MHA **MUST** give prior approval before use of any chemicals.
- All units, **including** vacant units, must be treated monthly during the first six months of the contract, thereafter monthly.
- Problem units will have to be redone until satisfactory.
- Chemical bombing of a unit or building, treatment for mice, and spraying for spiders will be required (as needed).
- **MUST** submit List of Units Form provided by MHA that contractor **MUST** use as a sign off list as proof of servicing the unit(s) and detailing the unit(s) that were not serviced and why. Contractor must place a treatment sticker in each unit treated.
- Service to be rendered at the locations shown below:

SITE NO.	SITE NAME	PHYSICAL ADDRESS	NO. OF UNITS
MS004001	Highway Village	506 Front St. Ext.	89
MS004003	Mtn. View Village/ Social Services Bldg.	2305 D St.	80
MS004003		2425 D St.	1
MS004004	George Reese Cts.	1318 19 St.	97
MS004005	Maintenance Warehouse	2610 St. Luke Street	1
MS004005	MHA Central Office	2425 E Street	1
MS004006	Magnolia Park Cts.	1801 24 St.	53
MS004006	Magnolia Park Cts.	Day Care Center/Teachers' Office	1
MS004010A	Scattered Sites	2206, 2208 18 Ave.	2
		1712, 1714 22 St.	2
		2205, 2207, 2211, 2213 17 Ave.	4
MS004010B	Scattered Sites	2410, 2412 17 Ave.	5
		2417, 2421, 2423 16 Ave.	
MS004010C	Scattered Sites	2307, 2311, 2313, 2317, 2321 2325 14 Ave.	6
MS004010D	Scattered Sites	3014 St. Paul St.	25
MS004010F	Scattered Sites	1624 9 th Ave.	16
MS004011A	Scattered Sites	105, 107, 109, 111 24 th Ave.	4
MS004011B	Scattered Sites	2647, 2649, 2651, 2653 St. Andrews St.	4
MS004011C	Scattered Sites	1606-1610, 1612, 1616, 1618, 1620, and 1622 8 th Ave.	10
MS004011D	Scattered Sites	3314, 3316, 3322, 3324, 3330 and	6
		3332 Vally St. and	
		3313, 3315, 3321, 3323, 3329 and 3331 7 th St.	6
MS004012A	Western Gardens	107 71 Place	155
MS004012B	Eastern Gardens	200 23 Street	194
MS004012C	Oakland Hgts. Gardens	301 63 Place	95

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MS26P004013	Sowashee Courts	2808 Chandler Street	80
MS26P004014A	Scattered Sites	2205 30 Ave. & 3008 22 St.	6
MS26P004014B	Scattered Sites	2006 MLK Drive	4
MS26P004014C	Scattered Sites	1901, 1903 32 Ave. and 1902,1904,1906,1908 33 Ave.	11
MS26P004014D	Scattered Sites	3801 Smith St.	4
QCA	Queen City Apts.	2310 15 th Str.	8
3-BR Houses	Single Family Houses	Scattered Sites in Meridian	7
Carousel View Homes	Single Family Homes	702 48 th Ave., 703 47 th Ave., 705 47 th Ave., 707 47 th Ave., 706 48 th Ave., 704 48 th Ave., 4710 Vally Str., 4720 Vally Str., 4504 Manning Str., 4506 Manning Str.	10
TOTAL			986

OBJECTIVE: Provide monthly pest control services for all Meridian Housing Authority properties (residential units, administrative offices, and development site offices.)

DELIVERABLES: Contractor must submit a report that documents the treatment(s) applied to apartments, including problem apartments. This document also must give feedback regarding housekeeping issues. In addition to this document, the contractor must submit a record of problem units with a schedule of treatment and assessment of the factors causing the infestation. This form should be submitted to MHA after each inspection/treatment.

SUBMISSION REQUIREMENTS: Submit one (1) original and three (3) copies of proposal submitted on enclosed cost proposal form, dated and signed by an official of the company. Show on the proposal the firm's or individual's federal identification or Social Security number, whichever is applicable, and correct mailing address.

The following forms **MUST** be completed and submitted with the proposal documents. Failure to complete and submit **ALL** of the forms **MAY** render the proposal non-responsive and subject to disqualification. Please **tab** and **submit** documents/information in the following order:

- "Cost Proposal Form" (form enclosed)
- "Statement of Qualifications" form (form enclosed)
- "Representations, Certifications, and Other Statements of Offerors" form (form HUD-5369-C enclosed)
- "Non-Collusive Affidavit" form (form enclosed)
- "Eligibility Certification" form (form enclosed)
- List of three (3) references most recent contracts, showing company name, contact person, address, phone and fax number, and email address.

An Interview will included as part of the Evaluation Process. Interviews will scheduled with the top three (3) Contractor.

The following contract documents shall be submitted at the time of contract signing:

- **Proof of Insurance Requirements**
- **W-9 Form**

Each item listed above **MUST** be completed and submitted with the proposal. This list does not include other submittals that may be required. **Read the RFP documents fully and carefully.**

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Proposals must include a full description of all proposed services. If the Offeror is not proposing complete services as requested in this RFP, be very specific as to what is and is not included. All assumptions concerning the Authority's involvement should be stated.

All exceptions to the RFP should be noted in the proposal. Unique services should be clearly defined. The assumption should be made by all Offerors that their original proposal may be their only opportunity to present their services and qualifications, and therefore should be as comprehensive as possible. **It is the Authority's intent to make this RFP a part of the contract.**

Proposal must be submitted in a *sealed envelope* that shows the company's name and address and **clearly** written on the outside of the sealed envelope must be the words "PEST CONTROL SERVICES, RFP #2019-01- DEADLINE 01/25/19 @ 2 p.m.".

Refer to the enclosed HUD form 5369-B, Section 6 regarding late submissions and withdrawal.

Proposals are not publicly opened.

The Housing Authority is not liable for any costs incurred by the offeror prior to issuance of a contract. In general, no monies will be paid to the successful offeror outside the proposal cost unless those expenses are agreed to in writing by all parties. The offeror shall wholly absorb all costs incurred in the preparation and presentation of the proposal.

The offeror may be requested to submit recent financial statements prior to final selection to be used as a basis to ascertain responsibility. These may be optionally included in proposal package.

INSURANCE REQUIREMENTS: Contractor will be required to furnish at the time of contract signing proof of liability insurance minimum coverage of \$1,000,000 per occurrence; business automobile coverage of \$500,000 per occurrence; and workers' compensation coverage, if applicable. The Authority is to be named as additional insured. The Authority is to be provided with proof of coverage at all times and shall receive thirty (30) days prior notification of any cancellation or changes to the policies. Insurance company must be authorized to do business in the State of Mississippi.

SUBCONTRACTORS: The name of any subcontractor who your firm is interested in contracting with on this project must be included in the proposal. All subcontractors must meet the same requirements as the contractor (i.e. EEO, insurance, etc.).

PROPOSAL EVALUATION PROCESS: The following procedures will be followed for the evaluation:

- ❖ All proposals will be evaluated individually on the qualifications, experience, and price of the Offeror. The evaluation will consist of a qualitative review of the proposal to determine how it meets the minimum requirements.
- ❖ The committee will select those proposals determined to be within the competitive range (highest score).
- ❖ The Authority reserves the right to make an award based solely on the proposals or to negotiate further with one or more Offerors.
- ❖ The proposals that have a reasonable chance of being selected for award will be considered to be in the "Competitive Range".

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- ❖ At the conclusion of negotiations, Offerors **may** be given an opportunity to submit best and final offers before final determination.

The contract shall be awarded to the Offeror submitting the most responsible proposal, price and other factors considered, complying with the specifications contained herein, provided the proposal is the most advantageous for the Authority to accept. The Authority is therefore not bound to accept a proposal on the basis of lowest quoted price alone. The Offeror to whom the award is made will be notified at the earliest practical date. Unsuccessful offerors will also be notified.

PROPOSAL EVALUATION CRITERIA: The Housing Authority intends to make total proposal award to the responsible offeror based on the following **technical evaluation** criteria:

1. **UNDERSTANDING & APPROACH** (maximum points 25)
 - a. Clearly demonstrated understanding of the service required.
 - b. Responsiveness and thoroughness to the requirements as set forth within the specifications contained in the RFP.
2. **QUALIFICATIONS & EXPERIENCE OF STAFF** (maximum points 25)
 - a. Competency of the company and/or personnel assigned to the project as demonstrated by the completed 'Statement of Qualifications' form included in proposal.
 - b. Capacity to perform contract (size of organization, staffing, resources, etc.).
3. Experience in providing pest control services on contracts of similar scope to this project (PHA property or other apartment complexes, etc.). (maximum points 30)
4. Interview from the top three (3) contractor's. (maximum points 10)
5. Cost. (maximum points 10)

CONTRACT PERIOD: This contract shall commence upon issuance of Notice to Proceed and run for a period of one (1) year, with the option to renew for one (1) additional year at MHA's discretion, provided funding is available through the U.S. Department of Housing & Urban Development. The contract will be performance based and failure to perform in a manner acceptable to the Housing Authority will be grounds for termination of the contract. The Housing Authority contemplates the award of a firm-fixed price contract resulting from this solicitation.

AWARD OF CONTRACT: The Housing Authority intends to make proposal award to the responsive and responsible offeror which offers a proposal advantageous to the Authority based on cost and technical evaluation as shown on pages 6 & 7. The Authority is therefore not bound to accept a proposal on the basis of lowest quoted price alone. **Award without discussion:** In the event the quality of the initial proposals received is such that no purpose would be served by conducting negotiations, award may be made without discussion.

The Offeror to whom the award is made will be notified at the earliest practical date. Unsuccessful offerors will also be notified. The Housing Authority contemplates the award of a firm fixed price, level of effort type contract resulting from this solicitation. The agreement will be placed in writing, by the Housing Authority.

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DEFECTIVE COST INFORMATION CLAUSE: If the cost breakdown submitted by the contractor is later found to have been inaccurate, incomplete, or non-current as of the date of award, the HA is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective information. Judgmental errors made in good faith concerning the estimated portions of future costs or projections do not constitute defective information. It is presumed that overstated cost information increased the contract price in the amount of the defect plus related indirect cost and profit/fee.

In determining the amount of a downward adjustment for any understated cost information, the contractor shall be entitled to an offsetting adjustment for any understated cost information submitted in support of price negotiations for the same procurement action up to the amount of the HA's claim for overstated cost information.

Right to Protest:

Rights: Any prospective or actual bidder, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

- 1.1** An alleged aggrieved "protestant" is a prospective or actual bidder who feels that he/she has been treated inequitably by the Housing Authority and wishes the Housing Authority to correct the alleged inequitable condition or situation. To be eligible to file a protest with the Housing Authority pertaining to an Invitation For Bid or contract, the alleged aggrieved protestant must have been involved in the Invitation For Bid process in some manner as a prospective bidder (i.e. registered and received the Invitation For Bid documents) when the alleged situation occurred. The Housing Authority has no obligation to consider a protest filed by any party that does not meet these criteria.
- 1.2 Administrative Powers:** It is totally within the administrative powers of the Executive Director to grant or deny any requests for administrative appeal. If, in the opinion of the Executive Director, the alleged aggrieved protestant merits an administrative review, the Executive Director shall direct that alleged aggrieved protestant to submit additional data.
- 1.3 Procedure to Protest:** An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve the Housing Authority from accepting or considering that protest:

The alleged aggrieved protestant must file, in writing, to the Contracting Officer the exact reason for the protest, attaching any supportive data. The protestant

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must state within the written protest document specifically (not by inference) what action by the Housing Authority or condition is being protested as inequitable, making, where appropriate specific reference to the Invitation For Bid documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve the Housing Authority from any responsibility to consider the protest and take any corrective action.

The written instrument containing the reason for the protest must be received by the Contracting Officer within 10 days after the occurrence of any of the following:

- the deadline for receiving bids;
- receipt of notification of the results of the evaluation or the award; or
- the alleged aggrieved protestant knows or should have known the facts.

1.4 In any case, protests shall be filed no more than 10 days after any of the above (unless the occurrence being protested occurred in its entirety after the bid deadline). **Protests received after these dates shall not be considered.**

The Contracting Officer shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the Executive Director.

Administrative Appeal: If the alleged aggrieved protestant does not agree with the written opinion and decision issued by the Contracting Officer, the alleged aggrieved protestant may, after receipt of the written opinion and decision issued by the Contracting Officer request an administrative appeal hearing be granted. The following procedures must be complied with in the manner prescribed; failure by the alleged aggrieved protestant to comply shall automatically relieve the Housing Authority from accepting or acting on that request for administrative hearing:

- The alleged aggrieved protestant must file, in writing, his/her request for an administrative hearing, to the Executive

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Director, within 5 days of receipt of the written opinion and decision and failure to do so within such 5 days shall relieve the Housing Authority of any responsibility to consider such request.

- The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.
- It shall be within the administrative powers of the Executive Director to, after review of the request submitted, grant or deny any request for administrative appeal.

1.5 If the Executive Director, after complete review of the alleged aggrieved protestant's written request and supporting data, decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.

If the Executive Director, after review of the alleged aggrieved protestant's written request, decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all bids submitted and a copy of the original written protest, to the Housing Authority Legal Counsel for consideration. The Housing Authority Legal Counsel shall issue to the alleged aggrieved protestant a decision, in writing, within 10 days of his/her receipt of such documents. Such written decision delivered to the alleged aggrieved protestant shall exhaust the Housing Authority internal protest and administrative appeal process available to the alleged aggrieved protestant.

THIS RFP CONTAINS THE FOLLOWING DOCUMENTS:

Request for Proposals #2019-01	11 pages
Cost Proposal Form	3 pages
Statement of Qualifications	1 page
Non-Collusive Affidavit	1 page
Eligibility Certification	1 page
Section 3 Willingness Statement	1 page
Form HUD-5369-B	2 pages
Form HUD-5369-C	2 pages
Form HUD-5370-C	6 pages

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ACCEPTANCE OF PROPOSALS: The Authority reserves the right to reject any or all proposals, to take exception to these RFP specifications, or to waive any informalities. The Authority reserves the right to reject the proposal of any Offeror who has previously failed to perform properly, or to complete on time, a contract of a similar nature; who is not in a position to perform the contract; or who habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors or employees. Offerors may be excluded from further consideration for failure to fully comply with specifications of this RFP.

Marcy Chatham, Director of Finance & Administration

SITE NO.	SITE NAME	PHYSICAL ADDRESS	NO. OF UNITS	Quote Year 1	Quote Year 2
MS004001	Highway Village	506 Front St. Ext.	89	\$	\$
MS004003 MS004003	Mtn. View Village/ Social Services Bldg	2305 D St. 2425 D St.	80 1	\$	\$
MS004004	George Reese Cts.	1318 19 St.	97	\$	\$
MS004005	MHA Maintenance Warehouse	2610 St. Luke Street	1	\$	\$
MS004005	MHA Central Office	2425 E Street	1	\$	\$
MS004006 MS004006	Magnolia Park Cts. Magnolia Park Cts.	1801 24 St. Day Care Center/Teachers' Office	53 1	\$	\$
MS004010A	Scattered Sites	2206, 2208 18 Ave. 1712, 1714 22 St. 2205, 2207, 2211, 2213 17 Ave.	2 2 4	\$	\$
MS004010B	Scattered Sites	2410, 2412 17 Ave. 2417, 2421, 2423 16 Ave.	5	\$	\$
MS004010C	Scattered Sites	2307, 2311, 2313, 2317, 2321 2325 14 Ave.	6	\$	\$
MS004010D	Scattered Sites	3014 St. Paul St.	25	\$	\$
MS004010F	Scattered Sites	1624 9 th Ave.	16	\$	\$
MS004011A	Scattered Sites	105, 107, 109, 111 24 th Ave.	4	\$	\$
MS004011B	Scattered Sites	2647, 2649, 2651, 2653 St. Andrews St.	4	\$	\$
MS004011C	Scattered Sites	1606-1610, 1612, 1616, 1618, 1620, and 1622 8 th Ave.	10	\$	\$
MS004011D	Scattered Sites	3314, 3316, 3322, 3324, 3330 and 3332 Vally St. and 3313, 3315, 3321, 3323, 3329 and 3331 7 th St.	6 6	\$	\$
MS004012A	Western Gardens	107 71 Place	155	\$	\$
MS004012B	Eastern Gardens	200 23 Street	194	\$	\$
MS004012C	Oakland Hgts. Gardens	301 63 Place	95	\$	\$
MS26P004013	Sowashee Courts	2808 Chandler Street	80	\$	\$
MS26P004014A	Scattered Sites	2205 30 Ave. & 3008 22 St.	6	\$	\$
MS26P004014B	Scattered Sites	2006 MLK Drive	4	\$	\$
MS26P004014C	Scattered Sites	1901, 1903 32 Ave. and 1902,1904,1906,1908 33 Ave.	11	\$	\$
MS26P004014D	Scattered Sites	3801 Smith St.	4	\$	\$

3-BR Houses	Single Family	Scattered Sites in Meridian	7	\$	\$
Carousel View Homes	Single Family Homes	702 48 th Ave., 703 47 th Ave., 705 47 th Ave., 707 47 th Ave., 706 48 th Ave., 704 48 th Ave., 4710 Vally Str., 4720 Vally Str., 4504 Manning Str., 4506 Manning Str.	10	\$	\$
TOTAL	Grand Total to treat 986 MHA Units		986	\$	\$

** Proposer shall quote each property for Year 1 and Year 2 and a grand total for treating MHA's entire housing stock of 986 units for Year 1 and Year 2.*

COST PROPOSAL FORM

REQUEST FOR PROPOSALS #2019-01 PEST CONTROL SERVICES

TYPE OF PROJECT: Provide monthly pest control services
DATE ISSUED: January 16, 2019
SUBMISSION DEADLINE: January 25, 2019 @ 2:00 p.m. (local time)
SUBMISSION ADDRESS: Meridian Housing Authority
2425 E Street * P O Box 870
Meridian, MS 39302-0870

NOTE: Number of units is subject to change during contract period.

PRICES GUARANTEED FOR A MINIMUM OF 60 DAYS FROM DEADLINE DATE.

COMPANY NAME: _____

BY: _____
Signature Date

WRITTEN NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE #: _____ FAX #: _____

FEDERAL I. D. or SOCIAL SECURITY NO.: _____

THE HOUSING AUTHORITY OF THE CITY OF MERIDIAN
REQUEST FOR PROPOSALS #2019-01 – PEST CONTROL SERVICES
STATEMENT OF QUALIFICATIONS

Each offeror submitting a proposal **MUST** answer the following questions and return this form with their proposal. THIS IS A PART OF THE REQUEST FOR PROPOSALS PACKAGE. Failure to complete and return this form may be regarded as justification for rejecting the offerors proposal. **Attach additional sheets if necessary.**

- (1) COMPANY NAME? _____
- (2) BUSINESS ADDRESS? _____
- (3) MAILING ADDRESS? _____
- (4) FEDERAL IDENTIFICATION and/or SOCIAL SECURITY NO.? _____
- (5) WHEN ORGANIZED? _____
- (6) INCORPORATED? _____ IF YES, WHAT STATE & WHEN? _____
- (7) HOW MANY YEARS HAVE YOU BEEN ENGAGED IN THE PEST CONTROL BUSINESS UNDER YOUR PRESENT COMPANY NAME? _____
- (8) HAVE YOU EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? IF SO, WHERE AND WHY? _____
- (9) LIST EXPERIENCE IN PEST CONTROL WORK SIMILAR IN SCOPE TO THIS PROJECT:

- (10) NUMBER OF STAFF? _____
- (11) LIST THE BACKGROUND AND EXPERIENCE OF PRINCIPLE MEMBERS OF YOUR PERSONNEL STAFF: _____

- (12) NAME OF RESPONSIBLE PARTY: _____

TO THE BEST OF MY KNOWLEDGE, I CERTIFY THAT THE INFORMATION SUBMITTED ON THIS FORM AND ANY ATTACHMENTS THERETO ARE TRUE AND CORRECT.

COMPLETED BY: _____
SIGNATURE TITLE DATE

PHONE NO.: _____ FAX NO.: _____

EMAIL: _____

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NON-COLLUSIVE AFFIDAVIT

I, _____, certify that I am
_____ of the firm providing the bid for and in behalf of
said firm by authority of its governing body and within the scope of its powers.

I further certify that no member of this firm has colluded with any other person or firm in
regard to the bid submitted.

BY: _____
Signature

WRITTEN NAME: _____

TITLE: _____

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, 2019.

NOTARY PUBLIC

My commission expires:

(seal)

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ELIGIBILITY CERTIFICATION

By my signature below, I certify that _____
{company name}is eligible to receive awards from the United States government and therefore, to the best of my knowledge is **not** on any lists provided by the United States government of contractors that are debarred or ineligible to receive awards from the United States government.

BY: _____
Signature

WRITTEN NAME: _____

TITLE: _____

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, 2019.

NOTARY PUBLIC

My commission expires:

(seal)

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RFP #2019-01 PEST CONTROL

Section 3

Willingness Statement

If position(s) are available _____ (company name) will consider employing qualified Section 3 MHA Residents if awarded this contract through Meridian Housing Authority, and meet all Section 3 requirements.

Signature

Date

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) greater than \$105,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

- (i) appeals under the clause titled Disputes;
- (ii) litigation or settlement of claims arising from the performance of this contract; or,
- (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall 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 shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, 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 under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR 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 contractor 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. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 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.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.