



**LANCASTER CITY
HOUSING AUTHORITY**
325 Church Street, Lancaster, PA 17602
OFFICE 717-397-2835 | FAX 717-392-2346
www.lchapa.com

Request for Proposals
for
Integrated Pest Management
Program

April 24, 2024

CONTENTS

SECTION 1 BACKGROUND AND PURPOSE OF REQUEST	3
SECTION 2 INSTRUCTIONS TO RESPONDENTS	4
SECTION 3 SCOPE OF SERVICES	7
SECTION 4 PRICE PROPOSAL	10
SECTION 5 TERMS AND CONDITIONS OF CONTRACT	11
APPENDIX A HOUSING PORTFOLIO AND AREAS	15
APPENDIX B BID FORM	16
APPENDIX C CUSTOMER SATISFACTION QUESTIONNAIRE FORM	18
REQUIRED FORMS	19
• Instruction to Offerors for Non-Construction (HUD Form 5369b)	
• Certifications and Representations of Offerors Non-Construction Contract (HUD Form 5369-C)	

SECTION 1

BACKGROUND AND PURPOSE OF REQUEST

BACKGROUND

The Housing Authority of the City of Lancaster (LCHA) provides housing in Lancaster City for low-income residents including seniors, families, singles, and people with disabilities.

LCHA's housing portfolio includes 270 units within two high-rise buildings, 199 units in family developments. The LCHA also manages 95 residential homes scattered throughout the City of Lancaster. Refer to Appendix A for a listing of properties to be serviced under this Integrated Pest Management RFP.

Refer to www.lchapa.com for additional information on the LCHA.

PURPOSE OF REQUEST

LCHA intends to contract with a company to provide Integrated Pest Management (IPM) Services as described in this RFP for all properties in the LCHA housing portfolio (Appendix A.) The length of this contract is a 3-year period, commencing in July, 2024.

Integrated Pest Management services will involve a partnership between the Pest Control Company and LCHA, one which focuses on a team approach to prevention, education, and collaboration with residents in an effort to reduce a reliance on pesticides. With this RFP, LCHA is looking for innovative, cost conscious proposals which incorporate sound management, improve the control of pests, reduce infestations, and limit recurrences through efficiencies and excellent management. This is in keeping with LCHA's commitment to be a fiscally responsible housing provider that provides its residents with a safe living environment, quality maintenance service, well-kept facilities, and professional property management services.

SECTION 2

INSTRUCTIONS TO RESPONDENTS

REQUESTS FOR INFORMATION

Questions related to this RFP must be made in writing, or email no later than five (5) business days prior to the proposal due date. All questions should be directed to Beth Detz, Deputy Director at bdetz@lchapa.com or in writing to 325 Church Street, Lancaster, PA 17602.

If you would like to visit any of the properties, there will be a site tour on Monday, May 13 at 9:00 a.m. beginning at 325 Church Street.

PROPOSAL DEADLINE

One (1) original and two (2) copies of your sealed proposal must be delivered to the following location no later than **4:30 PM on Wednesday, June 5, 2024**. The envelope must be clearly marked "RFP for Integrated Pest Management Services".

Beth Detz, Deputy Director
Housing Authority of the City of Lancaster
325 Church Street
Lancaster, PA 17602

LCHA reserves the right to reject any or all proposals, as determined to be in the best interest of the Authority.

PROPOSAL FORMAT

Proposal responses should contain four (4) sections: A cover letter, a technical proposal, a price proposal and required attachments. A summary of requirements for each section follows:

	Section	Content
1.	COVER LETTER	<p>Submit a letter on your company letterhead, signed by an authorized agent for the company. The letter should incorporate, by attachment</p> <p>Client References. Include three (3) references for which you have provided a similar scope of work. Include contact name, address, and phone number. Provide a description and value of the work performed.</p> <p>Organizational Chart. Provide an organizational chart, highlighting the numbers, licensing and qualifications, and roles of key staff who will be involved in the work. Include a description of your organizational capability to assume management of one or more LCHA areas in a manner that provides high quality service from day one, with minimal disruption to residents. Staff substitution will not be permitted without expressed prior written approval of LCHA.</p> <p>Health and Safety. Provide a copy of your company's health and safety plan, and provide a description of how your policies and procedures are aligned to the safe execution of the defined Scope of Work, with specific reference to maintaining safety in an occupied building with high public access and, in particular, in occupied tenant units.</p> <p>Licensing. Submit confirmation that your company is properly licensed and staff undertaking the work are properly licensed as Certified Commercial and Public Applicators, in accordance with the Pennsylvania Pesticide Code, Pennsylvania Pesticide Control Act of 1973 and Pennsylvania Pesticide Rules and Regulations. LCHA reserves the right to require proof of licenses prior to award.</p> <p>Required Forms. The following required forms, found in Appendix C, shall be completed and returned to LCHA: <i>HUD Form 5369b - Instructions to Offerors, Non-Construction</i> and <i>HUD Form 5369c - Representations, Certifications and Other Statements of Bidders</i>.</p>
2.	TECHNICAL PROPOSAL	<p>Section 3, Scope of Services, contains the requirements for your Technical Proposal. Your Technical Proposal must address each of the requirements contained in the Scope of Services. Address the scope of service items in the same sequence as they are presented in the RFP. LCHA is depending upon the expertise of the Pest Control Company to offer the most cost effective solutions for implementing an Integrated Pest Management Program.</p> <p>In addition to addressing the scope of service items, the respondent must provide a complete description of on-going safety and training requirements for existing and new employees.</p>

3.	PRICE PROPOSAL	Respond to RFP Section 4, Price Proposal. All properties must be included in the bid in their entirety Utilizing the Bid Form provided in Appendix B. Respondents are to provide pricing for treatment of all typical indoor housing pest types including rental units and common spaces.
4.	WARRANTY	Describe warranty provided for provision of services provided under contract.

LCHA reserves the right to verify any and all information provided in the Proposal. If there is evidence of misleading or false information, LCHA may, in its discretion, reject the Respondent's submittal.

EVALUATION OF PROPOSALS

Evaluation and Award will be made in accordance with the general requirements of HUD Form 5369c. Each submission will be reviewed to determine if the proposal meets all mandatory requirements for a responsive offer. Submissions which do not comply will not be considered further.

Submissions will be evaluated by a selection panel utilizing the criteria noted below. LCHA reserves the right to make an award based solely on the unanimous decision of the selection panel.

- Background and Experience with projects of similar nature (25 points)
- Technical Response and Understanding of LCHA's IPM Program Requirements as evidenced by the response to the Scope of Services (25 points)
- Competitiveness of Proposed Fees and Simplicity of Fee Structure (25 points)
- Overall quality of Customer Satisfaction Questionnaire: Three (3) references must answer the questions (15 points). Each reference is worth 5 points each.
- Warranty (10 points) provided for work under the contract.
- Section 3 (Bonus of 5 points)

The maximum achievable score is 105 points. Respondents must meet a minimum score of 70 points to be considered for award.

The selection panel may interview the highest scoring respondents if one or more respondent's scores are less than 5 points apart. Initial scores may be adjusted based upon the outcome of interviews.

A contract will be negotiated with the respondent(s) whose proposal represents the overall best value to LCHA based on the evaluation of written proposals and interviews, if conducted. LCHA reserves the right to cancel all or any part of this RFP for any reason whatsoever.

SECTION 3

SCOPE OF SERVICES

The purpose of this Scope of Services is to describe the services required of Pest Control Contractors as part of the LCHA overall Integrated Pest Management Program (IPM).

It is intended that Pest Control Contractors will act in partnership with LCHA to implement a Pest Management Program that focuses on prevention, education, and collaboration to reduce a reliance on pesticides wherever possible. However, the LCHA understands the need for pesticides in some instances.

The table below presents both the goals of the Program and the Pest Control Contractor’s role in each element of the program.

Left Column: Integrated Program Element which may comprise shared responsibility between LCHA, residents and others.

Right Column: The Pest Control Contractor’s responsibility for that Program Element

Respondents are required to address each element of the Contractor Responsibility, in the same order presented, by providing a complete explanation of how they will perform the service. This will form the basis of Respondent’s Technical Proposal.

LCHA Integrated Pest Management	Contractor Responsibility
COMMUNICATE POLICIES Communicate LCHA Integrated Pest Management (IPM) Policies and procedures to all building occupants, administrative staff, maintenance personnel, and contractors.	Contractor shall provide technical assistance, on-going efforts to improve its policies and procedures; and reinforce efforts to communicate Integrated Pest Management (IPM) policies and procedures to residents as the opportunity arises.
IDENTIFY PROBLEMS Identify pests and environmental conditions to limit the spread of pests.	Contractor shall identify pests and environmental conditions that limit the spread of pests
CUSTOMER SATISFACTION LCHA staff will respond to the Contractor within 48 hours of them reaching out.	Contractor shall respond within 48 hours of the site reaching out to them. Contractor shall schedule an initial and/or follow up appointment with the site within 48 hours of the request
MONTHLY ROUTINE TREATMENT Identify a rotation of units to be treated the same time each month for routine monthly pest control treatment.	Contractor shall establish a 3 hour window that they will show up and complete the monthly routine pest control treatment.

<p>FOLLOW UP INSPECTION AND TREATMENT</p>	<p>Contractor will schedule the follow up inspection for Bedbug or Extreme Infestation treatment at the same time when scheduling the Initial Appointment</p>
<p>SET THRESHOLDS FOR ACTION Determine, with involvement of residents, pest population levels – by species – that will be tolerated; and threshold at which pest populations warrant action. LCHA has determined it will not tolerate cockroaches, bedbugs and rodents on its properties due to the health threats posed by these pests and the disruption to the resident comfort.</p>	<p>Contractor shall provide technical assistance in setting thresholds for other pests.</p>
<p>IMPROVE NON-PESTICIDE METHODS Improve mechanical pest management methods; sanitation; waste management; and natural control agents that have been carefully selected as appropriate in light of allergies or cultural preferences of staff or residents.</p>	<p>Contractor shall identify methods to improve non-pesticide methods; assess the effectiveness of these methods; and make recommendations to improve the methods based on the assessment.</p>
<p>PREVENT PEST ENTRY AND MOVEMENT Monitor and maintain structures and grounds including sealing cracks; eliminating moisture intrusion and accumulation. Add physical barriers to pest entry and movement.</p>	<p>Contractor shall report any problems with this effort and provide technical assistance, as needed.</p>
<p>EDUCATE RESIDENTS AND UPDATE LEASE PROVISIONS Develop an outreach/educational program. Ensure that leases reflect residents’ responsibilities for proper housekeeping and reporting presence of pests, leaks, and mold</p>	<p>Contractor shall provide residents with education materials on IPM and specific pests upon request of the LCHA but no more than twice a year at each location.</p>
<p>ENFORCE LEASE PROVISIONS Enforce lease provisions regarding resident responsibilities such as housekeeping, sanitation, trash removal and storage.</p>	<p>Contractor shall identify residents who are not complying with the lease provisions regarding housekeeping, sanitation, trash removal, and trash storage.</p>
<p>USE PESTICIDES WHEN NECESSARY 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 LCHA management before application.</p>	<p>Contractor shall 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, as appropriate, notifying property management before application. Provide copy of pesticide label and Material Safety Data Sheets (MSDS) to LCHA management team.</p>
<p>COMMERICAL PESTICIDE APPLICATOR CERTIFICATES OR LICENSES</p>	<p>The Contractor shall identify the personnel providing pest control, including the pest management supervisor. Contractor shall provide photocopies of</p>

	State-issued Commercial and Public Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract.
--	--

SECTION 4

PRICE PROPOSAL

BASE PRICING

The Base Pricing strategy is comprised of two components. Base pricing must be submitted utilizing the Bid Form provided in Appendix B.

- **LCHA Properties.** LCHA is requesting, as a base proposal, a firm unit price regardless of the type of infestation. Unit price per visit must be inclusive of all labor, materials and supplies to eliminate the infestation.
- **Type of Inspection.** This is the type of call the Pest Control Company will be handling.

DEFINITIONS – TYPE OF INSPECTION

The Definition for each type of inspection is provided as follows:

Routine Preventative Inspection. Conduct routine regularly scheduled inspection services for pests, set out or collect monitoring traps, and treat units for pests as needed. State if routine inspections will be monthly.

Emergency Inspection & Treatment. Conduct inspections and necessary treatment in response to requests by LCHA for corrective action. Emergency Inspections, when requested, are to be performed within eight (8) hours during normal working hours.

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 LCHA. Call-back service required by LCHA due to contractor negligence or unacceptable service will be at no charge.

Special Service Treatment. Conduct inspection and pest control as agreed to by the Contractor and LCHA for bed bugs, roaches and fleas.

SECTION 5

TERMS AND CONDITIONS OF CONTRACT

ENTIRE AGREEMENT

These conditions together with LCHA's Request for Proposal and Contractor's response to it form the entire agreement between LCHA and Contractor.

TERMS OF CONTRACT

The term of this Contract shall be for an initial period of three (3) years. The initial contract term will commence on or about July 1, 2024, unless renewed as described above.

LCHA 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, LCHA's Procurement Policy, or HUD Regulations.

ACCESS TO PROPERTY

LCHA will provide keys to the technician upon arrival at the site.

INTEGRATED PEST MANAGEMENT (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:

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.

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.

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 Thursday and 9:00 a.m. and 3:00 p.m. on Friday, and shall not interfere with daily LCHA operations.

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.

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 and Public Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract.

UPDATES TO IPM PLAN

Contractor shall receive the concurrence of designated LCHA staff prior to implementing any changes to the approved IPM Plan, including additional or replacement pesticides and on-site service personnel. Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to the LCHA for approval.

CONTRACTOR PERSONNEL

Contractor shall provide qualified, professional pest management personnel who:

- Understand current practices in this field and have experience providing pest control services in a residential environment.
- Conduct themselves in a professional and work like manner, with minimal noise and disruption.
- Cooperate with the building occupants to assure the progress of this work.
- Maintain certification and training requirements of Commercial and Public Pesticide Applicators for applicable residential and institutional pest control services.

While working at LCHA-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.

- 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. Use only contractor vehicles identified in accordance with state and local regulations.
- Observes all safety precautions throughout the performance of this contract.
- Will comply with all government regulations as are applicable during the time spent on government property.

- 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.

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 LCHA installation at the prescheduled time after the request for callback service, LCHA 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.

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 LCHA 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. LCHA will review and approve report format prior to contract award.

Individual Property Reporting (within one week): Upon completion of each treatment cycle at a LCHA 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. LCHA 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.

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:

- 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.
- 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 Property Manager. 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.

WORKERS' COMPENSATION AND LIABILITY INSURANCE

The contractor is 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 LCHA as an additional named insured. 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 LCHA.

1. Workmen's Compensation Insurance

The CONTRACTOR shall purchase and maintain such insurance (minimum coverage required by state law) as will protect him from claims under Worker's Compensation Acts, for damages which may arise from operations by himself or anyone directly or indirectly employed by him.

2. Comprehensive General Liability

The CONTRACTOR shall carry comprehensive general liability insurance with bodily injury and property damage in the following amounts:

- | | |
|---------------------|-------------|
| a. Each Occurrence | \$1,000,000 |
| b. Annual Aggregate | \$1,000,000 |

3. Comprehensive Automobile Liability Bodily Injury and Property Damage

- | | |
|---------------------|-------------|
| a. Each Occurrence | \$1,000,000 |
| b. Annual Aggregate | \$1,000,000 |

4. Professional Liability (Errors and Omissions) Insurance

- | | |
|---------------------|-------------|
| a. Each Occurrence | \$ 500,000 |
| b. Annual Aggregate | \$1,000,000 |

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, by property, must be submitted within thirty (30) days after services are provided to LCHA. LCHA 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.

APPENDIX A

HOUSING PORTFOLIO AND AREAS

Project	Name	Address	Units
PA 36-1	Susquehanna Court	315 Susquehanna Street Lancaster, PA 17602	75
PA 36-2	Franklin Terrace	630 Almanac Avenue Lancaster, PA 17602	124
PA 36-3	Church Street Towers	333 Church Street Lancaster, PA 17602	101
PA 36-4	Farnum Street East	33 E. Farnum Street Lancaster, PA 17602	169
N/A	Cross City Properties	Various throughout the City	95

APPENDIX B PROPERTY LISTING BID FORM

Lancaster City Housing Authority

Print Name of Vendor:

Public Housing	TYPE OF INSPECTION – Unit Price Per Inspection					
	Routine Preventive	Emergency	Callback	Special Service Treatment		
				Bed Bugs	Roaches	Fleas
Susquehanna Court						
1 Bedroom Unit (20)						
2 Bedroom Unit (19)						
3 Bedroom Unit (25)						
4 Bedroom Unit (6)						
5 Bedroom Unit (5)						
Office and Community Building						
Franklin Terrace						
1 Bedroom Unit (16)						
2 Bedroom Unit (30)						
3 Bedroom Unit (60)						
4 Bedroom Unit (10)						
5 Bedroom Unit (8)						
Office and Community Building						
Church Street Towers						
0 Bedroom Unit (44)						
1 Bedroom Unit (51)						
2 Bedroom Unit (6)						

Common Area (office, kitchen, community room, trash rooms, maintenance and mechanical rooms, hallways)						
Farnum Street East						
0 Bedroom Unit (110)						
1 Bedroom Unit (56)						
2 Bedroom Unit (3)						
Common Area (office, kitchen, community room, trash rooms, maintenance and mechanical rooms, hallways)						
Cross City Properties						
2 Bedroom Unit (21)						
3 Bedroom Unit (52)						
4 Bedroom Unit (15)						
5 Bedroom Unit (5)						

APPENDIX C

CUSTOMER SATISFACTION QUESTIONNAIRE

Company Name

of Years with Pest Control Company

Contact Person

Phone or Email Contact

Please answer the following question regarding customer satisfaction with this Pest Control Company

Does the Pest Control Company respond to the company's call for service with a scheduled appointment within 48 hours of the initial service call?

Yes

No

If no, how often and how long delayed?

Does the Pest Control Company respond to the service address at the time scheduled?

Yes

No

If no, how often and how long delayed?

Does the Pest Control Company have to return to the same treated unit?

Yes

No

If Yes, how often and cause for retreat?

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

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/offers 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:
