



**IFB
PEST CONTROL, SPECIALIZED
REMEDICATION AND COVID-19
SANITIZATION SERVICE**

IFB NAME: PEST CONTROL, SPECIALIZED
REMEDICATION AND SANITIZATION SERVICE

IFB NUMBER: MHA-2020-11

PROPOSALS DUE:
JANUARY 14, 2021 BY 2:00 P.M. CST

COMPANY INFORMATION:
LITTLE ROCK HOUSING AUTHORITY D/B/A
METROPOLITAN HOUSING ALLIANCE
100 S. ARCH STREET
LITTLE ROCK, AR 72201
PHONE (501)340-4821

TECHNICAL SUPPORT CONTACT:
JADA JOHNSON, PROCUREMENT COORDINATOR
EMAIL: JJOHNSON@MHAPHA.ORG

Invitation for Bid (IFB) – Pest Control, Specialized Remediation and Sanitization Services

The Little Rock Housing Authority D/B/A Metropolitan Housing Alliance “MHA” requests the submission of written proposals from servicers to provide Pest Control Remediation, COVID-19 Sanitization, and/or Termite Annual Clearance reporting for the property(s) owned and operated by MHA for a contract period of (36) thirty-six months. The proposal due date is until 2:00 p.m. (CST) Thursday, January 14, 2021 via email to jjohnson@mhapha.org .

This invitation for bid contains specific submission requirements, anticipated scope and period of service requirements, as well as terms, conditions and other pertinent information for submitting a proposal for this service. MHA Office hours are Monday through Friday 8:00 a.m. to 5:30 p.m. (CST). A free copy of the IFB document can be obtained starting December 14, 2020 by the following;

1. Visit MHA website at <http://lrhousing.org/> ;
2. Email your request to jjohnson@mhapha.org; your subject line should read “IFB for Pest Control, Specialized Remediation and Sanitization Service , “or;
3. Collect a copy in person at:

Metropolitan Housing Alliance
100 South Arch Street
Little Rock, AR 72201

The following schedule will be applicable for this Request for Qualifications:

Advertise for Invitation for Bid: December 13th and December 20th

Submittal Due Date: January 14, 2021 no later than 2:00 p.m. (CST)

INTRODUCTION: The mission of the Metropolitan Housing Alliance is to provide adequate and affordable housing, economic opportunity, and a suitable living environment free from discrimination. The goal is to provide a safe and secure environment for residents and staff. The Metropolitan Housing Alliance requires a licensed Pest Control treatment firm to perform services on all MHA owned properties both residential, administrative and commercial that shall include and not be limited to the service as outlined below.

TERM OF THE CONTRACT.

It is the intent of MHA to issue a contract for Pest Control, Specialized Remediation and Sanitization Services. All of the items to be administered shall be bid according the detail and scope of work found for 1.) Pest Control, 2.) Specialized Remediation and 3.) COVI-19 Sanitization Service as indicated on the BID FORM. The service shall include various forms of pricing, each in a manner to identify the need for Pest Control, Specialized Remediation and Sanitization Services. Along with your Bid Form, include the detail of the scope of work proposed for the proposed pricing provided. Vendors may quote all or part of remediation services as it applies to the prescribed method of service.

OPTIONAL MONTH/ MONTHS

Upon the successful completion and acceptance of the term of the contract MHA may exercise an option for additional months, for the fees as BID on the BID FORM, for a total not to exceed sixty (60) months for the Pest Control Treatments.

1. Scope of Work:

- a. The vendor shall be fully responsible for maintaining a system of inspections and treatments that during the contract will and agree to eradicate any infestation of rodents and insects and during the contract and will control the outbreak of any infestation of rodents and insects within the assigned MHA DEVELOPMENTS and ADMINISTRATIVE buildings. It is anticipated that services provided within the e Contract will be accomplished with treatments of not less than a monthly basis. Services for outside of traditional pest control service may require a daily treatment and/or service plan.
- b. The vendor shall provide professional pest control services for the control of rats, mice and insects such as roaches, water bugs, fleas, ants (including fire ants anywhere on PHA property), mites, silverfish, bees, wasps, spiders, bedbugs and other residential pests in and around all housing units administered by the MHA, including administrative and maintenance buildings. The vendor shall provide all licensed labor, materials, tools, equipment, permits and fees (if any) necessary in providing such services.
- c. The vendor shall treat the total interior and exterior of all housing units assigned, office buildings and common use areas not less than monthly. Service within the facilities include, but are not limited to kitchens, bathrooms, closets, under sinks, around appliances, doorjambs, baseboards, common areas, offices and any entry area for pests and rodents. Exterior areas include a three-foot-wide area around the perimeter of each building and crawl spaces as applicable. The vendor shall also be responsible for treating vacant housing units prior to occupancy if re-infestation has occurred when requested by MHA personnel.
- d. The MHA will call back for corrective service if the pest problem is not controlled by initial service call and treatment at no expense to the MHA. Required response time for all callbacks is within 24 hours.
- e. Controlled Pest problem is defined to be Pest Free.

- f. Specialized remediation shall include the removal of bats, rats, squirrels and bees, wood destroying insects and certifications.
 - g. COVID-19 Sanitization shall include the CDC approved application for sanitizing surfaces in Office space(s), boardrooms and common areas to reduce and remediate the spread of COVID -19
2. **Requirements:** Services covered by this contract shall include, but not necessarily be limited to, the following:
- a. The control of rats, bats and mice.
 - b. The control of insects such as roaches, water bugs, fleas, ants (including fire ants anywhere on PHA property), mites, silverfish, bees, wasps, spiders, bedbugs etc. The control of flies, mosquitoes, and crickets is not part of this contract.
 - c. The insect and control services shall be sufficiently comprehensive and of such a nature as to comply with the requirements of any and all Federal, State, and local laws relating to public health, sanitation, and food handling.
 - d. Pest control service shall consist of no less than monthly treatment of each housing unit administered by MHA (see list of property below). **No location will be treated less than Twelve (12) times per year.**
 - e. Termite and wood Destroying Certifications
 - f. COVID-19 Sanitization

Item I

LIST OF PROPERTY FOR PEST CONTROL, SPECIALIZED REMEDIATION AND SANITIZATION SERVICES

| <u>DEVELOPMENT/LOCATION</u> | <u># of Units</u> | <u># Units by Bedroom</u> |
|-----------------------------|-------------------|--|
| Sunset Terrace (4-1) | 76 | 1 BDR = 32 2 BDR = 22 3 BDR = 15 4 BDR = 5 5 BDR = 2 |

DEVELOPMENT/LOCATION

MHA ADMINISTRATIVE OFFICE AND BUILDING
100 ARCH ST.
LITTLE ROCK, AR. 72202

4 Floors of Office Space

| <u>DEVELOPMENT/LOCATION</u> | <u># of Units</u> | <u># Units by Bedroom</u> |
|---|-------------------|---------------------------|
| ELM STREET COMMUNITY 1600 ELM STREET LITTLE ROCK, AR. 72206 | 51 | 1 BDR = 52 |

| <u>DEVELOPMENT/LOCATION</u> | <u># of Units</u> | <u># Units by Bedroom</u> |
|-----------------------------|-------------------|---------------------------|
|-----------------------------|-------------------|---------------------------|

NSP 2 Properties

| | | |
|-------------------|---|---|
| 1804 Marshall St. | 2 | 2 |
| 3115 W. 17th St. | 1 | 3 |
| 3100 W. 11th ST. | 2 | 2 |
| 3108 W. 14th St | 4 | 2 |
| 1006 Rice St. | 1 | 2 |
| 3118 W. 14th St. | 2 | 2 |
| 1315 Allis St. St | 1 | 2 |
| 3112 W. 11th St. | 1 | 2 |
| 3114 W. 11th St | 2 | 2 |
| 1102 Woodrow St. | 2 | 2 |
| 1104 Woodrow St. | 2 | 2 |
| 1505 Schiller St. | 2 | 1 |
| 3115 W. 11th St. | 2 | 2 |

All buildings cafeterias, kitchen, lobbies, hallways, trash chutes, trash rooms, mechanical rooms, laundry rooms, office, games room, storage rooms and stairwells shall be included in the basic pest control treatment plan.

3. Nature of Work and Materials Used:

- a. All work shall be performed in a safe and legal manner, and in accordance with the most modern and scientific pest control procedures.
- b. In view of the inherently dangerous character of insecticides, the Vendor shall ensure that the methods and materials used in the work shall not constitute a fire hazard nor violate any Federal, State, or local laws. Each such insecticide and rodenticide shall be used only in strict compliance with the recommendations of governmental agencies having jurisdiction.

- c. The vendor shall warrant that the products used and services rendered conform to the standards and/or regulations promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act and all current revisions. In the event the product(s) used does not comply with the OSHA standards and/or Regulations, the MHA may demand the vendor use a product that does comply with all standards. Services performed by the vendor, which do not conform to the OSHA Standards, and/or Regulations are to be corrected by the vendor at his/her own expense or by MHA at the vendor's expense in the event the vendor fails to make the appropriate correction within a reasonable time.
- d. The vendor shall periodically change chemicals used to enhance treatment and will use chemicals that are designed to limit growth and reproduction of rodents and insects. Product labels of all pest control products used at the MHA shall be furnished to Technical Services personnel for their review prior to use on the job.

4. VENDOR LICENSE REQUIREMENTS:

- a. The vendor shall be a Pest Control Company licensed in the State and by the City of Little Rock business licensing programs and hold the training certification as required by EPA. All continuously licensed should remain in affect the full term of the contract.
- b. The vendor personnel working on MHA properties shall be fully trained, licensed and qualified to fulfill the responsibilities relating to their job and the administration of chemicals relating to the control and treatment to the buildings.
- c. The vendor service representative shall be fully insured and bonded.
- d. The Vendor will provide a copy of their current license, Insurance, Performance Bond, etc.

5. BIDDING REQUIREMENTS, CONTACT FORMS AND CONDITIONS OF THE CONTRACT

- Instructions to Bidders for Contracts, form HUD-5369-B
- Representations, Certifications, and Other Statements of Bidders, form HUD-5369-C (required with bid)
- Bid Form (required for bid)
- Notarized Non-Collusive Affidavit (required with bid)
- Certification for a Drug-Free Workplace (required with bid)
- Certification Regarding Debarment and Suspension, form HUD-2992. (Required with bid)
- General Conditions of the Contract for Construction, form HUD-5370-C
- Notarized Full Disclosure
- Signed MBE/WME Certification. (Required with bid)
- Equal Opportunity Certification HUD-92010. (Required with bid)
- Technical Specifications and Bid Form

TECHNICAL SPECIFICATIONS

BID FORM MHA-2020-11 PAGE 1

PEST CONTROL TREATMENT for ALL MHA PROPERTY LISTED in ITEM # 1

FROM:

NAME OF BIDDER

ADDRESS

CITY STATE ZIP

TO:

METROPOLITAN HOUSING ALLIANCE
NAME OF PHA

100 SOUTH ARCH ST.
ADDRESS

Little Rock, Arkansas 72201
CITY STATE ZIP

TERM OF THE CONTRACT

It is the intent of MHA to issue one Contract for PEST CONTROL TREATMENT AND SERVICES. The First Term of the Contract is for thirty-six (36) months with the owner's option to extend the contract for an additional year, one year at a time. The optional year fees will apply as BID on the BID FORM, for a total not to exceed Sixty (60) months for Termite and Pest Control Treatments.

The Vendor will by any means deemed appropriate; design, schedule, and carryout Pest Control Treatment Program intended to maintain a Pest Free environment for the remainder of the Contract. If at any time during the contract period, MHA determines that the pest control treatment program is not producing the desired outcome as defined in the scope of work paragraph, MHA will terminate the contract for reasons of default by the vendor.

Note: Bidder must provide Description of Treatment as Required in Technical Specifications. Please attach as shown below:

- **Exhibit A. Pest Control**
- **Exhibit B Termite Clearance**
- **Exhibit C Bed Bug**
- **Exhibit D COVID-19 Sanitization Services**

PEST CONTROL TREATMENT AND SERVICES

Item #1. First Year Treatment "Once a Month"

| | |
|--|----------|
| <u>Sunset Terrace (75 Units)</u> | \$ _____ |
| <u>Administration Office (4 Stories)</u> | \$ _____ |
| <u>NSP 2 (24 Units)</u> | \$ _____ |
| <u>Elm Street (50 Units)</u> | \$ _____ |

Item #1 Bid TOTAL \$ _____

Item #2. Services Renewal Price per year starting with Second year and going up to three years.

| | | |
|----------------------------------|------------------|----------|
| <u>Sunset Terrace (75 Units)</u> | Second Year | \$ _____ |
| | Third Year | \$ _____ |
| | Three Yr. | \$ _____ |

| | | |
|--|------------------|----------|
| <u>Administration Office (4 Stories)</u> | Second Year | \$ _____ |
| | Third Year | \$ _____ |
| | Three Yr. | \$ _____ |

| | | |
|-------------------------|------------------|----------|
| <u>NSP 2 (24 Units)</u> | Second Year | \$ _____ |
| | Third Year | \$ _____ |
| | Three Yr. | \$ _____ |

| | | |
|------------------------------|------------------|----------|
| <u>Elm Street (50 Units)</u> | Second Year | \$ _____ |
| | Third Year | \$ _____ |
| | Three Yr. | \$ _____ |

Item #2 Bid TOTAL \$ _____

Item #1 and Item #2 Combined TOTAL \$ _____

TERMITE CLEARANCE

Item #1. First Year Treatment “ANNUAL CLEARANCE PROTECTION PROGRAM”

| | |
|--|----------|
| <u>Sunset Terrace (75 Units)</u> | \$ _____ |
| <u>Administration Office (4 Stories)</u> | \$ _____ |
| <u>NSP 2 (24 Units)</u> | \$ _____ |
| <u>Elm Street (50 Units)</u> | \$ _____ |

Item #1 Bid TOTAL \$ _____

Item #2. Services Renewal Price per year starting with Second year and going up to three years.

| | | |
|----------------------------------|------------------|----------|
| <u>Sunset Terrace (75 Units)</u> | Second Year | \$ _____ |
| | Third Year | \$ _____ |
| | Three Yr. | \$ _____ |

| | | |
|--|------------------|----------|
| <u>Administration Office (4 Stories)</u> | Second Year | \$ _____ |
| | Third Year | \$ _____ |
| | Three Yr. | \$ _____ |

| | | |
|-------------------------|------------------|----------|
| <u>NSP 2 (24 Units)</u> | Second Year | \$ _____ |
| | Third Year | \$ _____ |
| | Three Yr. | \$ _____ |

| | | |
|------------------------------|------------------|----------|
| <u>Elm Street (50 Units)</u> | Second Year | \$ _____ |
| | Third Year | \$ _____ |
| | Three Yr. | \$ _____ |

Item #2 Bid TOTAL \$ _____

Item #1 and Item #2 Combined TOTAL \$ _____

BED BUG REMEDIATION

Item #1. First Year Treatment “PER CALL, AS-NEEDED”

| | |
|--|----------|
| <u>Sunset Terrace (75 Units)</u> | \$ _____ |
| <u>Administration Office (4 Stories)</u> | \$ _____ |
| <u>NSP 2 (24 Units)</u> | \$ _____ |
| <u>Elm Street (50 Units)</u> | \$ _____ |

Item #1 Bid TOTAL \$ _____

Item #2. Services Renewal Price per year starting with Second year and going up to three years.

| | | |
|----------------------------------|------------------|----------|
| <u>Sunset Terrace (75 Units)</u> | Second Year | \$ _____ |
| | Third Year | \$ _____ |
| | Three Yr. | \$ _____ |

| | | |
|--|------------------|----------|
| <u>Administration Office (4 Stories)</u> | Second Year | \$ _____ |
| | Third Year | \$ _____ |
| | Three Yr. | \$ _____ |

| | | |
|-------------------------|------------------|----------|
| <u>NSP 2 (24 Units)</u> | Second Year | \$ _____ |
| | Third Year | \$ _____ |
| | Three Yr. | \$ _____ |

| | | |
|------------------------------|------------------|----------|
| <u>Elm Street (50 Units)</u> | Second Year | \$ _____ |
| | Third Year | \$ _____ |
| | Three Yr. | \$ _____ |

Item #2 Bid TOTAL \$ _____

Item #1 and Item #2 Combined TOTAL \$ _____

COVID-19 SANITIZATION

Item #1. First Year Treatment “Per Visit – (TOTAL should reflect three times a week)”

Sunset Terrace ADMIN/COMMON \$ _____

Administration Office (4 Stories) \$ _____

Elm Street ADMIN/COMMON \$ _____

Item #1 Bid TOTAL \$ _____

Item #2. Services Renewal Price per year starting with Second year and going up to three years.

Sunset Terrace ADMIN/COMMON Second Year \$ _____

Third Year \$ _____

Three Yr. \$ _____

Administration Office (4 Stories) Second Year \$ _____

Third Year \$ _____

Three Yr. \$ _____

Elm Street ADMIN/COMMON Second Year \$ _____

Third Year \$ _____

Three Yr. \$ _____

Item #2 Bid TOTAL \$ _____

Item #1 and Item #2 Combined TOTAL \$ _____

BID FORM MHA-2020-11 CERTIFICATION PAGE 3

1. The Undersigned, having familiarized ourselves with the local conditions affecting the cost of the work, and with the Invitations for Bids, Instructions to Offerors Non-Construction HUD-5369-B, Certifications and Representations of Offerors HUD-5369-C, this Bid Form, the form of Non-Collusive Affidavit, the form of Contract, the General Contract Conditions Non-Construction HUD-5370-C, the Statement of Work and Addenda, if any thereto, do hereby propose to furnish all labor, materials, equipment, and services required for furnishing any combination of **PEST CONTROL TREATMENT, TERMITE CERTIFICATION, BEDBUG REMDIATION, AND/OR COVID-19 SANITIZATION SERVICES for ALL MHA PROPERTY** for up to 36 months, with additional options available. For the property, located within the City of Little Rock all in accordance with the completed IFB Package, for the sum of:

Dollars _____ Cents _____

(\$ _____). (As needed cost items not included.)

2. The undersigned acknowledges receipt and inclusion as a part of the Contract Documents the following addenda:

| <u>Addendum Number</u> | <u>Dated</u> |
|------------------------|--------------|
| _____ | _____ |
| _____ | _____ |

3. In submitting this bid, it is understood that the right is reserved by the PHA to reject any and all bids.

4. Listed below are all bidders' partners (or members of the corporation):

| <u>NAME</u> | <u>TITLE</u> | <u>ADDRESS</u> |
|-------------|--------------|----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

DATE: _____, 20____ _____
(Type Name of Bidder)

 (Arkansas License No.)
 BY: _____

TITLE: _____

OFFICIAL ADDRESS:

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:]

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

| Clause | Page |
|--|------|
| 1. Certificate of Independent Price Determination | 1 |
| 2. Contingent Fee Representation and Agreement | 1 |
| 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions | 1 |
| 4. Organizational Conflicts of Interest Certification | 2 |
| 5. Bidder's Certification of Eligibility | 2 |
| 6. Minimum Bid Acceptance Period | 2 |
| 7. Small, Minority, Women-Owned Business Concern Representation | 2 |
| 8. Indian-Owned Economic Enterprise and Indian Organization Representation | 2 |
| 9. Certification of Eligibility Under the Davis-Bacon Act | 3 |
| 10. Certification of Nonsegregated Facilities | 3 |
| 11. Clean Air and Water Certification | 3 |
| 12. Previous Participation Certificate | 3 |
| 13. Bidder's Signature | 3 |

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

FULL DISCLOSURE STATEMENT

COMPANY NAME: _____

1. Each officer or principal is to submit this Disclosure Statement, notarized (if a financial or personal interest exists, vendors are required to make a Full Disclosure and should not submit this statement).
2. If a financial or personal interest exists between the principals, officers, directors and employees of the vendor or any of their immediate family members and employees, officers and commissioners of the Metropolitan Housing Alliance and their immediate family members full disclosure is required.

The undersigned certifies that, I, nor any members of my immediate family does not now and has not for the proceeding two years, had any interest, whatsoever, whether direct or indirect in the MHA or any of its members or officials including but not limited to the following:

- 1) Financial or business interests – meaning any interest which yields or has the potential of yielding directly a monetary or other material gain or benefit with any employees, officers and commissioners of MHA and members of their immediate families.
- 2) Personal interest – meaning any interest arising from blood or marriage or from close business association, notwithstanding whether any financial interest is involved with any employees, officers and commissioners of MHA and members of their immediate families.
- 3) Employment or services rendered as a member, official or officer of MHA.

Sole Proprietorships

Partnerships

Corporations

Owner Date

Partner Date

President Date

Partner Date

Vice President Date

Partner Date

Secretary Date

Notary Date

My Commission Expires: _____

Vendors having a financial or personal interest as described above shall make immediate, full and complete disclosure in writing to the Executive Director and/or Board Liaison of the MHA. All full disclosures must be presented on Vendor’s letterhead, notarized and signed by the individual making the disclosure.

WARNING

All information is to be true and accurate. False, misleading statements or failure to provide information will disqualify vendor or contractor from bid. MHA reserves the right, based on the information provided, to determine if a conflict of interest is real or apparent and whether or not a vendor or contractor is qualified to be participating in the bidding process.

NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, BEING FIRST DULY

SWORN, DEPOSES AND SAYS: That he/she is _____

of _____, the Bidder that has submitted a bid; that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Metropolitan Housing Alliance or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Contractor

Signature and Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires:

Affix Seal