Newport News Redevelopment & Housing Authority
Division of Purchasing
227 – 27th Street • P.O. Box 797
Newport News, VA 23607
Phone: (757) 928-2623 Fax: (757) 247-6535
www.nnrha.com

INVITATION TO BID

ITB #PCS-09-26

Pest Control Services

Issue Date: September 8, 2026
Closing Date: October 9, 2026
Public Bid Opening: October 9, 2026 at 4pm

Procurement Department

Newport News Redevelopment and Housing Authority
Division of Purchasing
227 27th Street P.O. Box 797
Newport News, VA 23607
Phone: (757) 928-2623 Fax: (757) 245-2144
http://www.nnrha.com

Invitation to Bid
ITB# PCS-09-26

Pest Control Services
Newport News, VA 23607
Bid Due: October 9, 2026 @ 2:00 PM
Public Bid Opening: October 9, 2026 @ 4:00PM

Sealed bids, subject to the conditions and instructions contained herein, will be received at the above office until the date and hour shown (local prevailing time) and then publicly opened, for furnishing the described equipment, materials, and/or services, for delivery and/or performance F.O.B. Newport News, VA. **Bids received in the issuing office after the date and time may not be considered.** NNRHA is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-authority mail system. **It is the sole responsibility of the bidder to ensure that its bid reaches the issuing office by the designated date and hour.** The official time used in the receipt of bids is that time on the automatic time stamp machine or other documentary evidence of receipt in the issuing office.

All requests for interpretation of specifications shall be by written request, sent via facsimile to (757) 245-2144 or emailed to purch@nnrha.org. Responses to such inquiries will be made in writing via email. To avoid giving one prospective Bidder an advantage over another during the solicitation process, NNRHA will NOT conduct any substantive discussions with a prospective Bidder when other prospective Bidders are not present. Any changes to this document will be issued as addenda and will be on file in the Division of Purchasing until bids are opened. All such addenda will become part of the contract and all offerors will be bound by such addenda, whether or not received by the bidder. This form must be signed, as well as subsequent addenda, and all pages returned in a sealed envelope. All signatures must be original and not photocopies. **Written questions must be submitted ten (10) days prior to the closing date of the bid; last day for written questions is Tuesday, September 29, 2026 @ 4:00 p.m.**

PLEASE NOTE: The Wilbern Building is closed daily between the hours of 12:00 noon to 1:00 p.m.

In compliance with this Intent to Bid, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within ninety (90) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies they have read, understands, and agrees to all terms, conditions, and requirements of the bid, and is authorized to contract on behalf of firm named below.

Company Name:______________________________ Federal Tax ID:___________________
Address: _____________________________________ City/State/Zip:____________________
Telephone:_______________ Fax Number:_______________ Email:_________________________
Print Name:______________________________ Title:____________________________
Signature:____ Date:___________________________

I. Purpose

The purpose of this Invitation to Bid (ITB) is to solicit bids from qualified professionals ("Respondents") to provide pest control services for the properties of the Newport News Redevelopment and Housing Authority (NNRHA) hereinafter referred to as the Authority. NNRHA anticipates awarding a five (5) year contract, one base year plus four optional one-year terms.

II. Background

The Newport News Redevelopment and Housing Authority (NNRHA), which operates under Title 36 of the Code of Virginia, is governed by a Board of Commissioners appointed by the Newport News City Council. An Executive Director, appointed and retained by the Board, oversees the day-to-day operations of the Authority. NNRHA administers a number of public and subsidized housing programs throughout the City of Newport News. NNRHA operates under a number of Contribution Contracts with the United States Department of Housing and Urban Development (HUD). The majority of the Authority revenue is derived from dwelling unit rentals and federal subsidies/grants. NNRHA currently owns and operates approximately 799 conventional public housing units distributed throughout twelve different communities, administers 3,080 Housing Choice Vouchers and the Community Development Block Grant, the Home Investment Partnership and the Emergency Shelter Grant under a contract with the City of Newport News. In addition to being governed by the State and local law, much of NNRHA's activity is governed by regulations of the U.S. Department of Housing and Urban Development (HUD). NNRHA currently has two approved Title 36 (Code of Virginia) redevelopment plans and is looking to diversify and expand housing availability throughout the City of Newport News.

III. Scope of Service

A. GENERAL REQUIREMENTS

1. The Contractor shall furnish all supervision, labor, insurance, bonds, transportation, materials, devices and other equipment necessary to perform effective, sanitary and ecologically sound pest control services for all areas and buildings specified herein. The Contractor shall be knowledgeable of applicable federal, state and local regulations, codes and guidelines and is responsible for obtaining and complying with the applicable regulations and specifications with regard to their performance of the work and public/employee safety. The contractor shall notify NNRHA in writing of any regulations, specifications, etc. that they are unable to comply with prior to contract award.

The Contractor's pricing shall be inclusive of all labor, supervision, transportation, equipment, materials, pesticides, bait, traps, monitoring devices, personal protective equipment, disposal, documentation, follow-up visits, retreatments required under the service warranty, and all other costs necessary to fully perform the services required under this ITB, unless specifically identified as a separately priced item on the Bid Form

2. Pest control services shall include but shall not be limited to the elimination of insects (i.e. cockroaches, ants, moths, fleas, book lice, spiders, flies, wasps, bees, silverfish etc.), rodents (i.e. mice, birds, squirrels, cats, opossums, raccoons etc.), bed bugs and other pests commonly associated with residential housing. Where wildlife or other vertebrate animal removal is required, such services shall be performed only by personnel properly licensed, permitted, trained, and authorized under applicable federal, state, and local laws.

3. The Authority reserves the right to add or remove service locations throughout the terms of the contract.

4. There is not a minimum guaranteed number of treatments as the need for these services are submitted on an "on-call" basis.

5. The Contractor shall be solely responsible for obtaining any and all pertinent state and local licenses and permits.

6. All pesticides and pest control products shall be registered for use in Virginia and shall be applied strictly in accordance with the manufacturer's current label, applicable Safety Data Sheet (SDS), and all applicable federal, state, and local requirements. The Contractor shall not apply any pesticide at a rate, concentration, location, or in a manner inconsistent with the product label.

7. Before initial treatment, the Contractor shall provide the Authority with current Safety Data Sheets (SDS) and product labels for all pesticides, chemicals, and other treatment products proposed for use under the Contract.

8. The Authority reserves the right to change treatment protocol during the term of the contract. If required, new pricing will be established.

B. **SPECIFIC REQUIREMENTS**

The Contractor shall:

1. Begin at the top floor and continue downward until the building is completely serviced to prevent roaches and other insects from traveling from floor to floor to escape treatment chemicals.

2. Services shall be performed at occupied and unoccupied locations. Once work begins in a specific building, it shall be completed on that same day.

3. When necessary, install insect/rodent bait boxes.

4. Contractor will remove all switch, receptacle and cable plates for Bed Bug treatment before spraying. Contractor will reinstall all switch, receptacle and cable plates before leaving and report any damaged or missing plates immediately.

C. **SERVICE VISITS**

1. The Contractor shall perform regularly scheduled pest control services. Bed Bugs services shall be completed on an as needed basis. These scheduled days will be based on the schedule set up by the Authority's COTR or designee and remain constant throughout the contract unless changed by the Authority. Unless expressly identified as a separately priced service on the Bid Form, all follow-up treatments, retreatments, inspections, monitoring, and corrective services required as a result of the Contractor's failure to achieve effective pest control shall be provided at no additional cost to the Authority. All units will be scheduled on a quarterly basis.

2. The Authority shall not be held liable for canceling scheduled pest control operations due to scheduling conflicts or unforeseen circumstances.

3. Emergency pest-control complaints shall receive a response from the Contractor within four (4) hours of notification and an on-site inspection or service visit within twenty-four (24) hours. The Authority may designate certain conditions, including bed bug infestations in occupied units,

rodent infestations, stinging insects, or conditions presenting an immediate health or safety concern, as emergencies requiring expedited response.

4. The technician's entry protocol is to knock on the door loudly three (3) times. Enter the unit and call out the resident's name. If the resident is not home, leave a notice that the unit was sprayed.

5. The Contractor shall conduct an initial inspection and pest control service consisting of a clean out treatment of the entire unit. This will be a part of the initial spray which includes the placement of monitors and treatments if necessary.

6. The Contractor shall conduct a biannual interior and exterior structural rodent control inspection, treatment and initiate corrective measures (mechanical exclusion, trapping and baiting) of all residential buildings.

7. The Contractor will use proper methods in controlling and eliminating human Ectoparasites.

8. Monitor and report areas of high infestations with recommendations of corrective measures.

9. All declared vacant units shall be treated on the same day before any other contractual services take place. A retreatment is required before its release for occupancy. Contractor will be contacted when a vacancy occurs and a technician will be dispatched when in the area for initial treatment. A retreatment will occur within then (10) days. The retreatment is not an additional cost.

10. The Contractor must inform management when on NNRHA property.

D. SERVICE PROCEDURES

1. The Contractor shall provide a logbook to maintain service records for the Authority. The logbook shall be divided into monthly sections. Log sheets provided by the Contractor are to be completed by the service technician after each service visit. Each entry is to give location of services, reason for service call and date completed. The Contractor is to report in the logbook and to the Authority's COTR any structural problems with the building, which are contributing to a pest or rodent problem. If the residents refuse service the Contractor shall indicate this on the service log.

2. All service visits shall be scheduled at a time of day, which will cause the least amount of disruption to normal operations.

3. The Contractor shall carry a cell phone or other communication device while on the Authority's properties.

4. The Contractor shall report to the Authority any unsanitary conditions or unsatisfactory structural situations, which could be potential rodent and insect nesting places.

5. The Contractor shall dispose of all dead or dying rodents. (Removal/disposal off Authority property)

6. When and if fogging, or giving any other type of treatment that would tend to make an area uninhabitable for any given time, is deemed necessary, a mutually agreed upon date for such operation must be established at least one week prior to its use.

7. No materials or equipment may be stored or left unattended on Authority property without the express written approval of the Authority.

8. The Contractor must follow the Integrated Pest Management Program that HUD recommends.

9. The Contractor must provide monthly reports to the Agency.

10. Parking: All contractor vehicles shall be parked only in designated areas such as streets, driveways or alleys. At no time shall the contractor's vehicle be driven or parked on any yard, courtyard, grass or dirt area. The Contractor may be fined $50.00 dollars per occurrence, per vehicle(s) if seen and noted on any surface not designated for vehicles. Payment for services rendered may be placed on hold until unpaid fines are resolved.

11. Damage to Tenants' Personal Belongings and Property & Damage to Authority Property: The Contractor shall be liable for any and all damage (i.e. spotting, staining, contamination) to NNRHA property or occupant's personal property caused by the Contractor or its employees during inspections, and/or treatments.

12. The Contractor shall maintain a twenty-four (24) hour emergency contact capable of receiving and responding to emergency pest-control requests throughout the term of the Contract, including weekends and holidays.

E. <u>COORDINATION AND CONSULTATION</u>

The actual service shall be performed by Bonded Certified or Registered Pest Control Technicians, who shall be in uniform at all times and carry proper identification. The technician must have a current permit at all times during the contract period from the Virginia Department of Agriculture and Consumer Service Office of Pesticide Services (VDACS OPS). Evidence of such certification must be made available prior to the initiation of the contract. Technicians must be directly employed and supervised by the contractor.

1. The Authority reserves the right to reject any Contractor's employee whom, in the Authority's opinion, is not qualified to perform the work under this contract. At the request of the Authority, a resume itemizing the qualifications and experience of the technician that will be assigned for this contract may be requested.

2. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude and assuring that they are not engaging in any destructive or criminal activity.

3. The Authority reserves the right to request removal of any of the Contractor's employees from the building at any time for reasonable cause. Any such request will be made only to the Contractor and/or his/her supervisory personnel.

4. The Contractor shall provide dedicated technicians to the NNRHA. The technician must be bonded and will not need an escort to enter the NNRHA properties.

5. The Contractor shall not subcontract any portion of the services without the prior written approval of the Authority. Any approved subcontractor shall be subject to all applicable requirements of this ITB and Contract, including licensing, insurance, confidentiality, safety, conduct, background screening, and regulatory requirements. The Contractor shall remain fully responsible for the acts and omissions of any approved subcontractor.

The Authority reserves the right to modify, expand, or reduce the scope during contract negotiations.

IV. Minimum Qualifications

The Respondent must:

1. Demonstrate that the bidder is currently operating as a company providing services similar to those sought by this invitation and has done so continuously during the three (3) calendar years immediately preceding submission of its bid.

2. Demonstrate that the bidder has billed and received payment for work the same as, or similar to, that sought by this invitation in the aggregate amount of $100,000+ in each year of the three (3) calendar years immediately preceding submission of its bid.

3. Provide the name, address, contact person, telephone number for five (5) recent references for which the bidder has provided similar services, the dates and location where the bidder provided the service and the annual amount of the billing to each customer. The Authority reserves the right to contact any or all of those customers to verify the information the bidder provides and ask for positive and negative feedback.

V. Bid Preparation & Submission

A. ***General Requirements***

In order to be considered for selection, offerors must submit a complete response to this ITB. Submittal packages must be identified as follows: firms' name, address, submittal date and ITB number. Three copies shall be bound and marked as original.

- The "Bid Response" and necessary attachments shall be submitted as Attachment B.

- Bids shall be signed by an authorized representative of the offeror. All information requested must be submitted, Failure to submit all information requested may result in NNRHA requiring prompt submission of the missing information and/or the bid may be given a lowered evaluation. Bids which are substantially incomplete or lack key information may be rejected by NNRHA. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- Bids should be prepared simply and economically providing straightforward, concise description of capabilities to satisfy the requirements of the ITB. Emphasis should be on completeness and clarity of content.

- The profile of past performance shall not include performance older than five (5) years. Any past performance submitted that is older than five years will not be counted as experience.

- Bids should be organized in the order in which the requirements are presented in the ITB. All pages of the bid should be numbered. The bid should contain a table of contents which cross references the ITB requirements. Information which the offeror desires to present that does not fall within any of the requirements of the ITB should be inserted at an appropriate place or be attached at the end of the bid and designated as additional material. Bids that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the ITB requirements are specifically addressed.

- Ownership of all data, material, and documentation originated and prepared for NNRHA pursuant to the ITB shall belong exclusively to NNRHA and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid.

Contractor is responsible to provide a working environment which fosters respect, dignity, and equity for all of their employees as well as college staff and students. Contractor recognizes that everyone has a fundamental right to a workplace and learning environment free from harassment.

Note: Any changes to this ITB will be posted on our website. It is the sole responsibility of the offeror to check for any amendments to this solicitation.

B. ***Location and Schedule of Work:***
Upon acceptance and review of bid, the Authority shall execute a contract and notice to proceed to the Contractor for the properties listed in this bid package. Prior to award, Contractor must provide proof of adequate fulltime staff and equipment to complete project. Provide a dedicated point of contact for field/production side, as well as a contact for clerical/billing correspondence.

C. ***Licensing***
The Contractor shall maintain a current Virginia Pesticide Business License for each applicable business location and shall maintain all pesticide applicator certifications and registered technician credentials required by the Virginia Department of Agriculture and Consumer Services, Office of Pesticide Services (VDACS-OPS), for the services performed under this Contract. The Contractor shall provide copies of current licenses, certifications, registrations, and applicable category certifications to the Authority upon request and prior to commencement of services. Any lapse in coverage shall be a breach of contract.

D. ***Certifications***:
Contractor shall submit Virginia Pesticide Applicator Certifications for their technicians and comply with all applicable state and federal requirements.

The Contractor shall comply with all applicable requirements of the United States Environmental Protection Agency (EPA), including applicable federal pesticide laws, regulations, product registrations, labeling requirements, and restrictions.

E. ***Change Orders:***
Pricing will be applied according to submitted bid. Change orders will be provided in writing. Work done contrary to the written instructions of the Authority's representative; done outside the written contracted scope of work; or any additional work done without the Authority's approval will be considered unauthorized and will not be paid. Any additional items or services not listed in this bid may be requested by the Authority's representative in the form of a change order.

F. ***Invoices:***
Invoices shall be issued by Contractor and will be identified per property address. The Authority follows a net 30 payment cycle. All invoices from the Contractor shall contain the following information:

1. Name and address of Contractor, including telephone number where Contractor can be

reached in case of emergency,
2.Work performed by property.
3.Breakout of cost of materials where applicable by property,
4.Total price by property address.

G. ***Service Warranty & Guarantee***

The Contractor shall warrant and guarantee all pest control services performed under this Contract. The Contractor shall provide effective pest management and control in accordance with the requirements of this ITB, applicable pesticide labels, Integrated Pest Management (IPM) principles, and all applicable federal, state, and local laws and regulations.

If, following a treatment or service visit, the pest condition for which the service was requested persists, recurs, or is otherwise determined by the Authority to have not been adequately controlled, the Contractor shall, upon notification by the Authority, return to the affected location and perform all necessary inspection, treatment, retreatment, monitoring, and corrective services at no additional cost to the Authority.

Unless a different treatment-specific guarantee is required by the applicable pesticide label or approved treatment protocol, the Contractor shall provide a minimum thirty (30) calendar-day service guarantee for general pest treatments and a minimum sixty (60) calendar-day service guarantee for bed bug treatments. The guarantee period shall commence on the date the applicable treatment is completed.

The service guarantee shall include, at no additional cost to the Authority, the labor, transportation, materials, pesticides, monitoring devices, baiting, trapping, and other services reasonably necessary to correct the pest condition.

For bed bug infestations and other persistent infestations, the Contractor shall provide all follow-up inspections and retreatments necessary to achieve effective control during the applicable guarantee period. The Contractor shall not charge the Authority an additional service fee for a required retreatment resulting from an infestation that was not adequately controlled during the applicable guarantee period.

The Contractor shall respond to a warranty or service-guarantee complaint within twenty-four (24) hours of notification by the Authority and shall schedule and perform the required corrective service within a reasonable period established by the Authority based upon the severity of the infestation.

The service warranty and guarantee shall not relieve the Contractor of its obligation to perform the recurring and scheduled services required under this Contract, nor shall it limit the Authority's right to require additional corrective action when necessary to protect residents, employees, visitors, Authority property, or the integrity of the pest management program.

The Authority's determination that services have not adequately controlled the identified pest condition shall be sufficient to require corrective service, provided that such determination is made reasonably and in accordance with the requirements of this Contract.

Any failure by the Contractor to timely perform required warranty or corrective services may constitute a failure to perform under the Contract and may result in the Authority obtaining corrective services from another source and seeking recovery of the associated costs from the Contractor, subject to the terms of the Contract.

H. ***Performance Monitoring***

The Authority may conduct periodic inspections, audits, and performance reviews of the Contractor's services. The Contractor shall promptly correct any deficiency identified by the Authority. Repeated failure to meet service requirements, response times, treatment requirements, documentation requirements, or applicable warranty obligations may constitute nonperformance and may result in corrective action, withholding of payment for deficient services, assessment of damages where authorized, or termination in accordance with the Contract.

I. ***Mandatory Bid Sections***

- Cover Letter containing
  1. Respondent's name and address
  2. Address, email, and direct telephone contact information for the Respondent's primary contact for purposes on any questions NNRHA may have of the Respondent.
- Certification Letter
- Qualifications and Experience
- References
- Price Bid
- Agreement of Terms, Conditions and Other Requirements

J. ***Details of Bid***

Respondents must provide clear and complete responses to each of the following points. Brevity and clarity of responses will be appreciated.

1. Profile of the Respondent. Describe your firm and its areas of expertise and relevant. State whether your firm is local, regional or national. (Smaller firms and WBE/MBE firms are encouraged to respond to this ITB.) Give the location of the office from which the work is to be performed and the number of partners, managers, supervisors, and other professional staff employed at that office. Describe how your firm meets the minimum qualifications listed in Section IV of this ITB.

2. Contact Person and Staffing. Provide the name, address, phone number, fax number and email address of the primary contact person of the Respondent. Identify the key personnel to each supervisory person to be assigned to the appraisal should be included, and specific experience should be indicated. The resumes/biographies may be included as an appendix. Describe your policy regarding notification of changes in key engagement personnel and expectations regarding staff continuity.

3. Organizational Overview and Documentation. Provide an overview of the Respondent business entity, including legal structure, full legal name, and state of organization. Provide documentation on Respondent business entity including organizational structure documents, federal employer identification number and evidence of Respondent good standing with the State. Required certifications and licenses. If Respondent is a certified MBE/WBE, provide copies of documentation establishing certification as an MBE/WBE. If Respondent is not a certified MBE/WBE, provide information regarding the percentage of the Respondent organization owned by women and/or minorities and also provide information regarding the percentage of persons employed by the Respondent organization that are women and/or minorities.

4. Proposed Fees. Provide the fees proposed by Respondent to perform the Scope of Work. Please provide detailed information regarding hourly rates, fees or costs that would be expected to be paid by NNRHA. Information that must be provided includes the total aggregate cost of all labor, workspace, materials equipment, hardware, supplies, travel, reimbursable expenses and any other costs associated with performing the Scope of Work hereunder. Please list the price and type of materials for each building individually on the pricing sheet. All costs must be delineated as detailed in Section V.

5. Scope of Services. Respondents must describe how it will fulfill requirements and expectations set forth in the Scope of Services, including the processes and procedures it will use to accomplish all tasks required under this ITB. The responses should be as detailed as possible in addressing project

management approach, availability and how all services are provided and by whom. A timeline for completion of major tasks should be included. The timeline must include the date by which Respondent proposes to be fully operational and capable of beginning the Scope of Work including dates for initial consultation and including the estimated date for commencement.

6. NNRHA Experience. Describe the Respondent's historical experience in working with NNRHA, including descriptions of work previously performed for NNRHA.

7. Related Qualifications, Knowledge and Experience. Describe the Respondent's experience working with other agencies such as public housing authorities, state, or federal governmental entities in carrying out tasks similar in nature including, but not limited to those requested under this ITB.

8. References. Provide names, contact person(s) and phone numbers for any governmental entity for which similar work has been conducted within the past five years (2022-2026)

9. Litigation and Regulatory Issues. Respondent must disclose a brief description of any alleged conflicts of interest, regulatory proceedings, mediation, arbitration, or litigation currently pending or resolved within the last three (3) years.

10. Other Information. Detail and discuss any other information not specifically covered or Requested by this ITB which Respondent requests NNRHA's consideration of their Bid.

K. ***Structure of Bid***

Each Respondent is required to submit a complete Bid and attest to the accuracy and completeness of its Bid(s). In all respects, the Respondent must comply with the instructions, formats and stipulations of this ITB including proper submission, proper format, meeting deadlines, inclusion and presentation of pricing information, and the terms and conditions of the proposed Final Contract.

NNRHA desires to consider Bid(s) in a consistent and easily comparable format as established in this ITB. Bid(s) not organized as set forth in this ITB may, at NNRHA discretion, be considered unresponsive. Do not refer to other parts of your Bid in lieu of answering a specific question. Do not provide references to filings or forms publicly available in lieu of providing specific information in the Bid.

Each Bid must include a letter ("Certification Letter") signed and authorized by an authorized representative of the Respondent certifying that:

1. The person executing the letter is authorized to execute the Bid and the Final Contract, on behalf of the Respondent; and

2. The Bid is a firm offer which will remain valid for a minimum period of ninety (90) days; and

3. All information in the Bid is true and correct to the best of his or her knowledge; and

4. No owner, principal or employee of the Respondent gave or will give anything of monetary value including a promise of future employment to an NNRHA employee or Commissioner, or a relative of an NNRHA employee or Commissioner, in an attempt to influence any decision to award a Final Contract or to influence the decision to modify or negotiate any term contained in any such Final Contract; and

5. No elected or appointed official or employee is financially interested, directly or indirectly, in the performance of the Scope of Work; and

6. Respondent will fully comply with the provisions of this bid addressing Conflicts of Interests; and

7. Respondent will fully comply with the provisions of this bid addressing Campaign Finance

Disclosure Laws

VI. Evaluation & Selection Process

All bids received in response to this Invitation to Bid (ITB) will be publicly opened and evaluated to determine whether each bid is responsive to the requirements of this solicitation.
Prior to award, the Newport News Redevelopment and Housing Authority (NNRHA) will determine whether the apparent low bidder is both responsive and responsible.

A responsive bid is one that conforms in all material respects to the requirements, specifications, terms, conditions, and instructions contained in this ITB. A responsible bidder is one that possesses the integrity, experience, financial resources, equipment, personnel, and capability necessary to successfully perform the contract.

NNRHA reserves the right to request additional information from the apparent low bidder to verify responsibility, clarify minor informalities or irregularities, and confirm the Bidder's ability to perform the work required. Such requests shall not be construed as an opportunity for the Bidder to modify its bid price or otherwise alter its bid.

In determining bidder responsibility, NNRHA may consider, including but not limited to, the following:

1. The Bidder's experience successfully completing similar projects of comparable size, scope, and complexity.
2. The qualifications, experience, availability, and capacity of supervisory personnel, project managers, and key staff assigned to the project.
3. The Bidder's record of successful performance on similar projects for public housing authorities, governmental agencies, municipalities, or other public-sector clients.
4. References and documented past performance, including quality of workmanship, compliance with contract requirements, timeliness, safety performance, and customer satisfaction.
5. The Bidder's financial stability, technical capability, available workforce, equipment, and ability to complete the work within the required schedule.
6. The Bidder's ability to comply with all applicable federal, state, and local laws, regulations, and contract requirements, including but not limited to:
    - HUD Section 3 requirements (24 CFR Part 75), when applicable;
    - Equal Employment Opportunity (EEO) requirements;
    - Davis-Bacon and Related Acts, when applicable;
    - Federal Labor Standards Provisions;
    - Debarment and Suspension requirements;
    - Applicable licensing, bonding, and insurance requirements; and
    - All other HUD and NNRHA contract provisions.
7. The Bidder's previous performance with NNRHA, if applicable, including contract administration, responsiveness, quality of work, compliance with contract requirements, and successful completion of prior projects.
8. Evidence that the Bidder possesses all required licenses, certifications, insurance coverage, bonding capacity, and other qualifications necessary to perform the work.
9. Any other information reasonably related to the Bidder's responsibility and ability to successfully fulfil the contract.

A. Evaluation Criteria:

Award shall be made to the lowest responsive and responsible Bidder whose bid conforms to all material requirements of this ITB and whose bid price is determined to be fair and reasonable.

NNRHA reserves the right to reject any or all bids, waive minor informalities or irregularities as permitted by law, request clarification of bid information, and make the award in accordance with the Virginia Public Procurement Act, HUD procurement requirements, and all other applicable federal, state, and local laws. No proposal rankings, interviews, presentations, or negotiations shall be conducted as part of this sealed bidding process except as otherwise permitted by applicable law.

Attachment "B"

BID RESPONSE

Insert any necessary attachments, including all applicable licenses and permits at this section behind bid response.

The BIDDER, in compliance with ITB MCF3P-08-26 HEREBY PROPOSES to furnish all labor, materials and equipment, and to complete the project in accordance with the Contract Documents, within the time set forth therein, and for the bid price stated herein. Said price shall cover all expenses incurred in performing the Work required by the Contract Documents, of which this bid is a part.

Discrepancies between multiplication of units of work and unit prices will be resolved in favor of unit prices, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in the favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.

Total Contract Bid Price (Written):

____

Figure:
$ ______________________________

______________________________ ______________________
Authorized Representative Signature Date

☐ Check here if pricing sheet is attached as part of Section 3 Submission

Attachment "C"

PRICING SCHEDULE

Company Name: ______________________________

PRICING SCHEDULE

The bidder certifies that they have familiarized themselves with the properties and have reviewed the work to be done to ensure compliance with all applicable regulations and codes. The bidder indicates further that they have received this invitation for Bid's Scope of Work and all attachments.

INITIAL CONTRACT YEAR

Administrative Buildings

ADDRESSES	**FREQ**	**UNIT PRICE**	**EXTENDED PRICE**
Kline Bldg.	QRTLY	$__________X4	$_______________
2709 Jefferson Ave			
Wilbern Bldg.	QRTLY	$__________X4	$_______________
227 27th Street			

EAST END PROPERTIES

All properties must be quoted on a quarterly basis

ADDRESSES	APT COUNT	SQ FT	UNIT PRICE	EXTENDED PRICE
Marshall Courts 741 34^{th} Street	1BDR: 96	572	$__________X4	$______________
	2BDR: 173	780	$__________X4	$______________
	3BDR: 58	894	$__________X4	$______________
	4BDR: 20	1,064	$__________X4	$______________
Lassiter Courts 811-C Taylor Ave	ADMIN BLDG.			
Lassiter Courts 908 Ivy Ave	2BDR: 44	757	$__________X4	$______________
	3BDR: 50	855	$__________X4	$______________
	4BDR: 6	1,056	$__________X4	$______________
Ashe Manor 900 36^{th} Street	1BDR: 42	855	$__________X4	$______________
	2BDR: 8	1,123	$__________X4	$______________

ADDRESSES	APT COUNT		SQ FT	UNIT PRICE	EXTENDED PRICE
Spratley	1BDR:	42	580	$__________X4	$__________
651 25th Street					
	2BDR:	8	789	$__________X4	$__________
Orcutt Townhomes II					
Orcutt Ave 33rd - 35th Street					
	3BDR:	40	1,425	$__________X4	$__________
Orcutt Townhomes III					
Orcutt Ave 32nd - 33rd Street					
	2BDRH:	4	1,182	$__________X4	$__________
	3BDR:	16	1,520	$__________X4	$__________
	3BDRH:	4	1,549	$__________X4	$__________
Jefferson Brookville	1BDR:	1	874	$__________X4	$__________
2701 Jefferson Ave					
	2BDR:	11	998	$__________X4	$__________
Jefferson Brookville	1BDR:	1	919	$__________X4	$__________
2501 Jefferson Ave					
	2BDR:	15	998	$__________X4	$__________

	3BDR:	14	1,359	$__________	X4	$________________
Jefferson Brookville 815 28th Street	1BDR:	8	827	$__________	X4	$________________
Lofts of Jefferson 2713 Jefferson Ave	1BDR:	14	634	$__________	X4	$________________

NORTH END PROPERTIES

ADDRESSES	APT COUNT		SQ FT	UNIT PRICE	EXTENDED PRICE
Aqueduct Apts.	1BDR:	24	606	$__________X4	$________________
13244 Aqueduct Drive					
	2BDR:	204	843	$__________X4	$________________
	3BDR:	24	1,245	$__________X4	$________________
	4BDR:	10	1,686	$__________X4	$________________
Brighton Apts.	1BDR:	12	476	$__________X4	$________________
810 Brighton Lane					
	2BDR:	76	663	$__________X4	$________________
	3BDR:	12	974	$__________X4	$________________
Cypress Terrace	1BDR:	18	441	$__________X4	$________________
25 Teardrop Lane					
	2BDR:	46	558	$__________X4	$________________
	3BDR:	17	704	$__________X4	$________________

Great Oak Apts.	1BDR:	141	587	$__________	X4	$_______________
1 Greak Oak Circle						
	2BDR:	2	844	$__________	X4	$_______________
Oyster Point	1BDR:	30	663	$__________	X4	$_______________
550 Blue Point Terrace						
	2BDR:	40	863	$__________	X4	$_______________
	3BDR:	20	1,003	$__________	X4	$_______________
	4BDR:	10	1,249	$__________	X4	$_______________
Pinecroft Apts.	1BDR:	140	620	$__________	X4	$_______________
75 Wellesley Drive						

INITIAL YEAR TOTAL: $___________________

Lot II – ANIMAL TRAPPING SERVICE

All other animals to include but not limited to birds, squirrels, pigeons, cats, raccoons, and opossum.

PROVIDE A PER UNIT COST: $__________________

Lot III – BED BUG TREATMENT (heat treatment or chemical)

PROVIDE A PER UNIT COST: $__________________

Company Name: __________________________________

PRICING SCHEDULE

The bidder certifies that they have familiarized themselves with the properties and have reviewed the work to be done to ensure compliance with all applicable regulations and codes. The bidder indicates further that they have received this invitation for Bid's Scope of Work and all attachments.

1st OPTION YEAR

Administrative Buildings

ADDRESSES	FREQ	UNIT PRICE	EXTENDED PRICE
Kline Bldg. 2709 Jefferson Ave	QRTLY	$__________X4	$__________________
Wilbern Bldg. 227 27th Street	QRTLY	$__________X4	$__________________

EAST END PROPERTIES

All properties must be quoted on a quarterly basis

ADDRESSES	APT COUNT	SQ FT	UNIT PRICE	EXTENDED PRICE
Marshall Courts	1BDR: 96	572	$__________X4	$______________
741 34th Street				
	2BDR: 173	780	$__________X4	$______________
	3BDR: 58	894	$__________X4	$______________
	4BDR: 20	1,064	$__________X4	$______________
Lassiter Courts	ADMIN BLDG.			
811-C Taylor Ave				
Lassiter Courts	2BDR: 44	757	$__________X4	$______________
908 Ivy Ave				
	3BDR: 50	855	$__________X4	$______________
	4BDR: 6	1,056	$__________X4	$______________
Ashe Manor	1BDR: 42	855	$__________X4	$______________
900 36th Street				
	2BDR: 8	1,123	$__________X4	$______________

ADDRESSES	APT COUNT		SQ FT	UNIT PRICE	EXTENDED PRICE
Spratley	1BDR:	42	580	$__________X4	$__________
651 25th Street					
	2BDR:	8	789	$__________X4	$__________
Orcutt Townhomes II					
Orcutt Ave 33rd - 35th Street					
	3BDR:	40	1,425	$__________X4	$__________
Orcutt Townhomes III					
Orcutt Ave 32nd - 33rd Street					
	2BDRH:	4	1,182	$__________X4	$__________
	3BDR:	16	1,520	$__________X4	$__________
	3BDRH:	4	1,549	$__________X4	$__________
Jefferson Brookville	1BDR:	1	874	$__________X4	$__________
2701 Jefferson Ave					
	2BDR:	11	998	$__________X4	$__________
Jefferson Brookville	1BDR:	1	919	$__________X4	$__________
2501 Jefferson Ave					
	2BDR:	15	998	$__________X4	$__________

	3BDR:	14	1,359	$__________	X4	$______________
Jefferson Brookville 815 28th Street	1BDR:	8	827	$__________	X4	$______________
Lofts of Jefferson 2713 Jefferson Ave	1BDR:	14	634	$__________	X4	$______________

NORTH END PROPERTIES

ADDRESSES	APT COUNT		SQ FT	UNIT PRICE	EXTENDED PRICE
Aqueduct Apts.	1BDR:	24	606	$__________X4	$________________
13244 Aqueduct Drive					
	2BDR:	204	843	$__________X4	$________________
	3BDR:	24	1,245	$__________X4	$________________
	4BDR:	10	1,686	$__________X4	$________________
Brighton Apts.	1BDR:	12	476	$__________X4	$________________
810 Brighton Lane					
	2BDR:	76	663	$__________X4	$________________
	3BDR:	12	974	$__________X4	$________________
Cypress Terrace	1BDR:	18	441	$__________X4	$________________
25 Teardrop Lane					
	2BDR:	46	558	$__________X4	$________________
	3BDR:	17	704	$__________X4	$________________
Great Oak Apts.	1BDR:	141	587	$__________X4	$________________
1 Greak Oak Circle					

	2BDR:	2	844	$________	X4	$________
Oyster Point 550 Blue Point Terrace	1BDR:	30	663	$________	X4	$________
	2BDR:	40	863	$________	X4	$________
	3BDR:	20	1,003	$________	X4	$________
	4BDR:	10	1,249	$________	X4	$________
Pinecroft Apts. 75 Wellesley Drive	1BDR:	140	620	$________	X4	$________

INITIAL YEAR TOTAL: $________

Lot II – ANIMAL TRAPPING SERVICE

All other animals to include but not limited to birds, squirrels, pigeons, cats, raccoons, and opossum.

PROVIDE A PER UNIT COST: $________

Lot III – BED BUG TREATMENT

PROVIDE A PER UNIT COST: $________

Company Name: ________________________

PRICING SCHEDULE

The bidder certifies that they have familiarized themselves with the properties and have reviewed the work to be done to ensure compliance with all applicable regulations and codes. The bidder indicates further that they have received this invitation for Bid's Scope of Work and all attachments.

2ND OPTION YEAR

Administrative Buildings

ADDRESSES	FREQ	UNIT PRICE	EXTENDED PRICE
Kline Bldg. 2709 Jefferson Ave	QRTLY	$__________X4	$__________________
Wilbern Bldg. 227 27th Street	QRTLY	$__________X4	$__________________

EAST END PROPERTIES

All properties must be quoted on a quarterly basis

ADDRESSES	**APT COUNT**	**SQ FT**	**UNIT PRICE**	**EXTENDED PRICE**
Marshall Courts	1BDR: 96	572	$__________X4	$______________
741 34th Street				
	2BDR: 173	780	$__________X4	$______________
	3BDR: 58	894	$__________X4	$______________
	4BDR: 20	1,064	$__________X4	$______________
Lassiter Courts	ADMIN BLDG.			
811-C Taylor Ave				
Lassiter Courts	2BDR: 44	757	$__________X4	$______________
908 Ivy Ave				
	3BDR: 50	855	$__________X4	$______________
	4BDR: 6	1,056	$__________X4	$______________
Ashe Manor	1BDR: 42	855	$__________X4	$______________
900 36th Street				
	2BDR: 8	1,123	$__________X4	$______________
ADDRESSES	**APT COUNT**	**SQ FT**	**UNIT PRICE**	**EXTENDED PRICE**

Spratley 651 25th Street	1BDR:	42	580	$__________	X4	$______________
	2BDR:	8	789	$__________	X4	$______________
Orcutt Townhomes II Orcutt Ave 33rd - 35th Street						
	3BDR:	40	1,425	$__________	X4	$______________
Orcutt Townhomes III Orcutt Ave 32nd - 33rd Street						
	2BDRH:	4	1,182	$__________	X4	$______________
	3BDR:	16	1,520	$__________	X4	$______________
	3BDRH:	4	1,549	$__________	X4	$______________
Jefferson Brookville 2701 Jefferson Ave	1BDR:	1	874	$__________	X4	$______________
	2BDR:	11	998	$__________	X4	$______________
Jefferson Brookville 2501 Jefferson Ave	1BDR:	1	919	$__________	X4	$______________
	2BDR:	15	998	$__________	X4	$______________
	3BDR:	14	1,359	$__________	X4	$______________

Jefferson Brookville 815 28th Street	1BDR:	8	827	$__________	X4	$________________
Lofts of Jefferson 2713 Jefferson Ave	1BDR:	14	634	$__________	X4	$________________

NORTH END PROPERTIES

ADDRESSES	APT COUNT		SQ FT	UNIT PRICE	EXTENDED PRICE
Aqueduct Apts.	1BDR:	24	606	$__________X4	$________________
13244 Aqueduct Drive					
	2BDR:	204	843	$__________X4	$________________
	3BDR:	24	1,245	$__________X4	$________________
	4BDR:	10	1,686	$__________X4	$________________
Brighton Apts.	1BDR:	12	476	$__________X4	$________________
810 Brighton Lane					
	2BDR:	76	663	$__________X4	$________________
	3BDR:	12	974	$__________X4	$________________
Cypress Terrace	1BDR:	18	441	$__________X4	$________________
25 Teardrop Lane					
	2BDR:	46	558	$__________X4	$________________
	3BDR:	17	704	$__________X4	$________________
Great Oak Apts.	1BDR:	141	587	$__________X4	$________________

1 Greak Oak Circle					
	2BDR:	2	844	$________X4	$__________
Oyster Point	1BDR:	30	663	$________X4	$__________
550 Blue Point Terrace					
	2BDR:	40	863	$________X4	$__________
	3BDR:	20	1,003	$________X4	$__________
	4BDR:	10	1,249	$________X4	$__________
Pinecroft Apts.	1BDR:	140	620	$________X4	$__________
75 Wellesley Drive					

INITIAL YEAR TOTAL: $__________

Lot II – ANIMAL TRAPPING SERVICE

All other animals to include but not limited to birds, squirrels, pigeons, cats, raccoons, and opossum.

PROVIDE A PER UNIT COST: $__________

Lot III – BED BUG TREATMENT

PROVIDE A PER UNIT COST: $__________

Company Name: ____________________

PRICING SCHEDULE

The bidder certifies that they have familiarized themselves with the properties and have reviewed the work to be done to ensure compliance with all applicable regulations and codes. The bidder indicates further that they have received this invitation for Bid's Scope of Work and all attachments.

3RD OPTION YEAR

Administrative Buildings

ADDRESSES	FREQ	UNIT PRICE	EXTENDED PRICE
Kline Bldg. 2709 Jefferson Ave	QRTLY	$__________X4	$__________________
Wilbern Bldg. 227 27th Street	QRTLY	$__________X4	$__________________

EAST END PROPERTIES

All properties must be quoted on a quarterly basis

ADDRESSES	APT COUNT	SQ FT	UNIT PRICE	EXTENDED PRICE
Marshall Courts 741 34th Street	1BDR: 96	572	$__________X4	$__________
	2BDR: 173	780	$__________X4	$__________
	3BDR: 58	894	$__________X4	$__________
	4BDR: 20	1,064	$__________X4	$__________
Lassiter Courts 811-C Taylor Ave	ADMIN BLDG.			
Lassiter Courts 908 Ivy Ave	2BDR: 44	757	$__________X4	$__________
	3BDR: 50	855	$__________X4	$__________
	4BDR: 6	1,056	$__________X4	$__________
Ashe Manor 900 36th Street	1BDR: 42	855	$__________X4	$__________
	2BDR: 8	1,123	$__________X4	$__________

ADDRESSES	APT COUNT		SQ FT	UNIT PRICE	EXTENDED PRICE
Spratley	1BDR:	42	580	$__________X4	$________________
651 25th Street					
	2BDR:	8	789	$__________X4	$________________
Orcutt Townhomes II					
Orcutt Ave 33rd - 35th Street					
	3BDR:	40	1,425	$__________X4	$________________
Orcutt Townhomes III					
Orcutt Ave 32nd - 33rd Street					
	2BDRH:	4	1,182	$__________X4	$________________
	3BDR:	16	1,520	$__________X4	$________________
	3BDRH:	4	1,549	$__________X4	$________________
Jefferson Brookville	1BDR:	1	874	$__________X4	$________________
2701 Jefferson Ave					
	2BDR:	11	998	$__________X4	$________________
Jefferson Brookville	1BDR:	1	919	$__________X4	$________________
2501 Jefferson Ave					
	2BDR:	15	998	$__________X4	$________________

	3BDR:	14	1,359	$__________X4	$__________
Jefferson Brookville 815 28th Street	1BDR:	8	827	$__________X4	$__________
Lofts of Jefferson 2713 Jefferson Ave	1BDR:	14	634	$__________X4	$__________

NORTH END PROPERTIES

ADDRESSES	APT COUNT		SQ FT	UNIT PRICE	EXTENDED PRICE
Aqueduct Apts.	1BDR:	24	606	$__________X4	$________________
13244 Aqueduct Drive					
	2BDR:	204	843	$__________X4	$________________
	3BDR:	24	1,245	$__________X4	$________________
	4BDR:	10	1,686	$__________X4	$________________
Brighton Apts.	1BDR:	12	476	$__________X4	$________________
810 Brighton Lane					
	2BDR:	76	663	$__________X4	$________________
	3BDR:	12	974	$__________X4	$________________
Cypress Terrace	1BDR:	18	441	$__________X4	$________________
25 Teardrop Lane					
	2BDR:	46	558	$__________X4	$________________
	3BDR:	17	704	$__________X4	$________________
Great Oak Apts.	1BDR:	141	587	$__________X4	$________________

1 Greak Oak Circle						
	2BDR:	2	844	$_________	X4	$_______________
Oyster Point	1BDR:	30	663	$_________	X4	$_______________
550 Blue Point Terrace						
	2BDR:	40	863	$_________	X4	$_______________
	3BDR:	20	1,003	$_________	X4	$_______________
	4BDR:	10	1,249	$_________	X4	$_______________
Pinecroft Apts.	1BDR:	140	620	$_________	X4	$_______________
75 Wellesley Drive						

INITIAL YEAR TOTAL: $________________

Lot II – ANIMAL TRAPPING SERVICE

All other animals to include but not limited to birds, squirrels, pigeons, cats, raccoons, and opossum.

PROVIDE A PER UNIT COST: $_______________

Lot III – BED BUG TREATMENT

PROVIDE A PER UNIT COST: $_______________

Company Name: ______________________________

PRICING SCHEDULE

The bidder certifies that they have familiarized themselves with the properties and have reviewed the work to be done to ensure compliance with all applicable regulations and codes. The bidder indicates further that they have received this invitation for Bid's Scope of Work and all attachments.

4TH OPTION YEAR

Administrative Buildings

ADDRESSES	FREQ	UNIT PRICE	EXTENDED PRICE
Kline Bldg. 2709 Jefferson Ave	QRTLY	$__________X4	$_________________
Wilbern Bldg. 227 27th Street	QRTLY	$__________X4	$_________________

EAST END PROPERTIES

All properties must be quoted on a quarterly basis

ADDRESSES	APT COUNT		SQ FT	UNIT PRICE	EXTENDED PRICE
Marshall Courts	1BDR:	96	572	$__________ X4	$____________
741 34th Street					
	2BDR:	173	780	$__________ X4	$____________
	3BDR:	58	894	$__________ X4	$____________
	4BDR:	20	1,064	$__________ X4	$____________
Lassiter Courts	ADMIN BLDG.				
811-C Taylor Ave					
Lassiter Courts	2BDR:	44	757	$__________ X4	$____________
908 Ivy Ave					
	3BDR:	50	855	$__________ X4	$____________
	4BDR:	6	1,056	$__________ X4	$____________
Ashe Manor	1BDR:	42	855	$__________ X4	$____________
900 36th Street					
	2BDR:	8	1,123	$__________ X4	$____________

ADDRESSES	APT COUNT		SQ FT	UNIT PRICE	EXTENDED PRICE
Spratley 651 25th Street	1BDR:	42	580	$__________X4	$__________
	2BDR:	8	789	$__________X4	$__________
Orcutt Townhomes II Orcutt Ave 33rd - 35th Street					
	3BDR:	40	1,425	$__________X4	$__________
Orcutt Townhomes III Orcutt Ave 32nd - 33rd Street					
	2BDRH:	4	1,182	$__________X4	$__________
	3BDR:	16	1,520	$__________X4	$__________
	3BDRH:	4	1,549	$__________X4	$__________
Jefferson Brookville 2701 Jefferson Ave	1BDR:	1	874	$__________X4	$__________
	2BDR:	11	998	$__________X4	$__________
Jefferson Brookville 2501 Jefferson Ave	1BDR:	1	919	$__________X4	$__________
	2BDR:	15	998	$__________X4	$__________

	3BDR:	14	1,359	$__________	X4	$_______________
Jefferson Brookville 815 28th Street	1BDR:	8	827	$__________	X4	$_______________
Lofts of Jefferson 2713 Jefferson Ave	1BDR:	14	634	$__________	X4	$_______________

NORTH END PROPERTIES

ADDRESSES	APT COUNT		SQ FT	UNIT PRICE	EXTENDED PRICE
Aqueduct Apts.	1BDR:	24	606	$________X4	$____________
13244 Aqueduct Drive					
	2BDR:	204	843	$________X4	$____________
	3BDR:	24	1,245	$________X4	$____________
	4BDR:	10	1,686	$________X4	$____________
Brighton Apts.	1BDR:	12	476	$________X4	$____________
810 Brighton Lane					
	2BDR:	76	663	$________X4	$____________
	3BDR:	12	974	$________X4	$____________
Cypress Terrace	1BDR:	18	441	$________X4	$____________
25 Teardrop Lane					
	2BDR:	46	558	$________X4	$____________
	3BDR:	17	704	$________X4	$____________
Great Oak Apts.	1BDR:	141	587	$________X4	$____________

1 Greak Oak Circle						
	2BDR:	2	844	$_________	X4	$_______________
Oyster Point	1BDR:	30	663	$_________	X4	$_______________
550 Blue Point Terrace						
	2BDR:	40	863	$_________	X4	$_______________
	3BDR:	20	1,003	$_________	X4	$_______________
	4BDR:	10	1,249	$_________	X4	$_______________
Pinecroft Apts.	1BDR:	140	620	$_________	X4	$_______________
75 Wellesley Drive						

INITIAL YEAR TOTAL: $__________________

Lot II – ANIMAL TRAPPING SERVICE

All other animals to include but not limited to birds, squirrels, pigeons, cats, raccoons, and opossum.

PROVIDE A PER UNIT COST: $_______________

Lot III – BED BUG TREATMENT

PROVIDE A PER UNIT COST: $_______________

Attachment "D"

TERMS AND CONDITIONS

1. **ADMINISTRATIVE APPEAL PROCEDURES:** NNRHA has established an administrative procedure for hearing protests of a decision to award, or an award, appeals from refusals to allow withdrawal of bids or proposals, appeals from disqualifications and determinations of non-responsibility, and appeals from decisions on disputes arising during the performance of the contract. Administrative appeals procedures can be obtained through the Division of Purchasing. If the dispute is regarding the contract, the Contractor shall proceed diligently with performance, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Procurement Officer or the Contracting Officer.

   A protest of a decision to award or an award shall be submitted within ten (10) days after the award or the announcement of the decision to award, whichever occurs first. An appeal from refusal to allow withdrawal of a solicitation shall be submitted within ten (10) days after receipt of the decision. An appeal from a determination of non-responsibility shall be submitted within ten (10) days after receipt of the decision. An appeal from a decision resulting from a contract dispute shall be submitted within sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence of the work upon which the claim is based.

   Contractors are prohibited from placing a lien on NNRHA's property. This prohibition shall apply to all Subcontractors.

2. **ADVERTISEMENT:** It is understood and agreed that, in the event a contract is awarded for the services included in this solicitation, no indications of such services to NNRHA will be used in any way in product literature or advertising without written approval of NNRHA except for bibliographical and curriculum vitae purposes and when required in response to a request for solicitation by a prospective client.

3. **ANTI-DISCRIMINATION AND A DRUG FREE WORKPLACE:** By submitting their bids or proposals, bidders or offerors certify to NNRHA that they will conform to the provisions of the Federal Civil Rights Act of 1964, the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, The Americans with Disabilities Act and 2.2-4311 and 2.2-4312 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

   In every contract over $10,000 the following provisions apply. (1) During the performance of this contract, the Contractor agrees to: (a) Not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. (b) Provide a drug-free workplace for the Contractor's employees. (c) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition. (d) In all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer and maintains a drug-free workplace. (e) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements (2) The Contractor will include the provisions above in every subcontract or purchase order over $10,000, so that the provision will be binding upon each Subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

4. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to NNRHA all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods or services purchased or acquired under said contract.

5. **APPLICABLE LAW AND COURTS:** This solicitation and any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the City of Newport News, VA. The Contractor shall comply with all applicable federal, state, local laws and regulations. The Contractor shall procure any permits and licenses required for its business as the services to be provided by it hereunder.

6. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspect that asbestos is present; the Contractor shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.

7. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of NNRHA.

8. **AUDIT**: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited, whichever is sooner. The agency, its

authorized agents, and/or state and federal auditors shall have full access to and the right to examine any of said materials during said period.

9. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that NNRHA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

10. **AWARD OF CONTRACT:** Formal and informal bids and proposals will be awarded to the lowest responsible and responsive bidder(s) or most suitable offeror. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of NNRHA, and the delivery terms will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding of the contract. NNRHA is not liable for any cost incurred by the Contractor prior to issuance of a contract.

    NNRHA also reserves the right to make multiple awards, by line item, lot, award based on overall lowest pricing, cancel or reject any or all bids or proposals, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of NNRHA to be in its best interest. Nothing herein shall bind NNRHA to purchase any services or specified quantity of an item/product. Be it further understood that NNRHA shall not be obligated to purchase or pay for any services or product listed unless and until officially ordered and received by NNRHA. NNRHA also reserves the right not to award a contract pursuant to this solicitation.

11. **BID/OFFER ACCEPTANCE PERIOD:** Any bid or offer in response to a solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the bid or offer may be withdrawn at the written request of the Bidder or Offeror. If the bid or offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

12. **CANCELLATION OF CONTRACT:** NNRHA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

13. **CHANGES TO THE CONTRACT:** The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. However, the terms and conditions of the contract will not change.

    NNRHA may order changes within the general scope of the contract at any time by written notice to the Contractor. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the NNRHA and the Contractor, shall be incorporated in writing with a modification to the contract.

    Contractor shall not perform any work that would result in exceeding the dollar limitation of this contract and/or purchase order without first supplying a quotation and obtaining written approval from the Division of Procurement.

14. **CLEAN AIR AND WATER EPS, ENERGY EFFICIENCY (APPLICABLE TO CONTRACTS IN EXCESS OF $100,000)**: The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, EPA regulations (40 CFR Part 15) and Energy Policy and Conservation Act (Pub. L. 94-163).

15. **CONFLICT OF INTEREST:** The Contractor warrants that he has fully complied with the State and Local Government Conflict of Interests Act (Section 2.1-639.1 et seq. of the Code of Virginia), The Virginia Governmental Frauds Act (Section 18.2-498.1 et seq.), Articles 2 and 3 of Chapter 10 (Crimes Against the Administration of Justice) of Title 18.2, and article 4 (Ethics in Public Contracting) of the Public Procurement Act (section 11-72 et seq.).

16. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of this solicitation, the signed bid or proposal submitted by the Contractor, the notice of award, purchase order, the general and special terms and conditions, and specifications with drawings, if any, including all addenda or modifications thereof, all which shall be referred to collectively as the Contract Documents.

17. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) AS NNRHA'S AGENT:**

    NNRHA will provide the Contractor the name of the designated representative(s) to administer this contract with the following responsibilities:

    A. Coordinating with the Contractor when services are needed and when they will begin.

    B. Day-to-day coordination of this service and assurance that services are delivered in accordance with the contract terms and conditions and purchase order.

    C. Promptly address problems or deviations from contract requirements or terms and conditions. If the problems or contract deviations continue, forward written vendor complaint, including recommended solutions, to the Procurement Officer so that adequate corrective action can be taken.

    D. Assurance that the contract dollar amount or terms and conditions are not exceeded, increased, decreased or modified in any way without prior authorization from the Procurement Officer. If a modification or revision is required, supply the Procurement Officer with an approved change order request.

    E. After completion, promptly sign and date documents indicating the work has been completed and accepted.

    F. Complete and submit periodic evaluations of Contractor performance to the Procurement Officer.

18. **CONTRACTOR PERSONNEL:** The Contractor represents that it will secure, at its own expense,

all personnel necessary to perform the required services hereunder. Such personnel shall not be employees of NNRHA nor shall they have any contractual relationship with NNRHA. All commitments made by the Contractor in the bid or proposal with respect to (i) the Contractor's qualifications and its satisfaction of mandatory requirements in the IFB or RFP and (ii) the number and qualifications of its personnel to be assigned to this Contract, shall be incorporated herein by this reference.

All the required services will be performed by the Contractor or under its supervision, and all personnel employed by the Contractor shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services. The Contractor shall not reassign any personnel specifically designated in the Bid or Proposal to perform services under this Contract without NNRHA's prior approval. The Contractor certifies that it will comply with NNRHA's request for the reassignment of any employee performing the required services hereunder when NNRHA determines, in its reasonable opinion that such employee is not suited to work on this Contract. Evidence of qualifications shall be made available to NNRHA upon request.

19. **CONTRACTOR REGISTRATION:** For construction contracts involving removal, repair or improvement of a building or other real property the following license is required.

Class A Contractors License: when the total value of a single contract or project is $120,000.00 or more or is $750,000.00 or more over a 12-month period. The qualified individual identified for this license must have at least 5 years of experience.

Class B Contractors License: when the total value of a single contract or project is $10,000.00 or more, but less than $120,000.00, or is $150,000.00 or more, but less than $750,000.00 over a 12-month period. The qualified individual identified for this license must have at least 3 years of experience.

Class C Contractors License: when the total value of a single contract or project is over $1,000.00 but no more than $10,000.00 or is no more than $150,000.00 over a 12-month period. The qualified individual identified for this license must have at least 2 years of experience.

Specialty designations beyond general contracting might include Plumbing or HVAC and will require further licensure.

The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing, heating, ventilation and air conditioning contractors.

Indicate what type of Contractor's license you hold and your Specialty.

Licensed Class A Virginia Contractor No __________ Specialty____________

Licensed Class B Virginia Contractor No __________ Specialty____________

Licensed Class C Virginia Contractor No __________ Specialty____________

If the bidder or offeror shall fail to provide this information in the bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide their Contractor license number in writing when requested to do so before or after the opening of bids/proposals, they shall be deemed to be in violation of 54.1-1115 of the Code of Virginia (1950), as amended, and the bid/proposal will not be considered.

If the bidder fails to obtain the required license prior to submission of their bid, the bid shall not be considered.

20. **COPYRIGHT/PATENTS:** The Contractor guarantees to defend and save NNRHA, its agents and employees, harmless from liability, loss, damage and expense including reasonable counsel fees, resulting from any actual or claimed trademark, copyright, composition, secret process, patented or unpatented invention infringement, or any litigation based thereon, with respect to any part of the goods or services covered by this order.

21. **DEBARMENT/ SUSPENDED STATUS:** By submitting their response, bidders/offerors certifies, to the best of its knowledge that they are not currently debarred or suspended by NNRHA, the Commonwealth of Virginia or the Federal Government from submitting offers or bids/proposals on contracts of the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred or suspended.

22. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, NNRHA, after oral and written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which NNRHA, state and federal laws have in place.

23. **EQUAL OPPORTUNITY FOR BUSINESS AND UNEMPLOYED AND UNDEREMPLOYED PERSONS (HUD ACT OF 1968, SECTION 3):**

    In accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u, the Contractor shall, to the maximum extent practicable:

    (A) Provide training and employment opportunities to the unemployed and underemployed residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; and

    (B) Award contracts for work in connection with the project to business concerns, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan County as the project.

    The Contractor shall insert or cause to be inserted this same provision in each subcontract.

24. **ETHICS IN PUBLIC CONTRACTING**: By signing their response, bidders/offerors certify that their bid/offer is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bids, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. NNRHA may recover the value of anything

conveyed in violation of this subsection. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.

25. **FACSIMILE SOLICITATIONS/REVISIONS**

A. Unsealed Bids/Unsealed Proposals and their Revisions: May be accepted when using small purchase procedures. Facsimile bids, proposals and revisions to these must be completely received in the Purchasing Division prior to the date and time specified for receipt. The original copy of the facsimile transmission may be requested, if requested, must be received within five (5) business days. The Procurement Officer will designate the timing device used to document the receipt of bids; time printed on the top of the facsimile copy will not govern the time of receipt.

B. Sealed Bids/Sealed Proposals/Revisions: Will be accepted from a third party or an agent of the bidder, provided that the bids are submitted in a sealed envelope prior to the date and time specified for receipt. NNRHA staff shall not be considered as a third party. The bidder/offeror is responsible for arranging the third party involvement and for faxing the complete bid to the third party, not just a summary or the cover sheet. The original bid and addenda may be requested and, if requested, must be received within five (5) business days. The Procurement Officer will designate the timing device used to document the receipt of bids or proposals. Additionally, vendors may appear at the offices of 227 27th Street with proper company and personal identification to make revisions. All revisions must be initialed by the person making the change. Bid must be returned to the Purchasing Division prior to due date and time to be considered. NNRHA will not accept revisions written on the outside of the sealed envelope.

26. **INDEMNIFICATION:** The Contractor, its heirs, legal representatives, next of kin, successors and assigns agrees to indemnify, defend and hold harmless NNRHA, its members, Commissioners, officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor, any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of NNRHA or to failure of NNRHA to use the materials goods, or equipment in the manner already and permanently described by the Contractor.

27. **IDENTIFICATION OF BID/PROPOSAL/MODIFICATION:** Submittal package will be sealed and identified as follows:

From: ______________________________ ____________________

Name of Bidder/OfferorDue

Date & Time

____

Bidder/Offeror Address

____

Solicitation No. & Solicitation Title
Attn: Procurement Officer

28. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, bidders/offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

29. **INSURANCE:** By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, they will have the following insurance coverage at the time the contract is awarded. The Contractor will have five (5) working days, upon notice of intent to award, to supply the Certificate of Insurance. The Bidder/Offeror further certifies that the Contractor and any Subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The Contractor's insurance company will supply a Certificate of Insurance listing the below required limits and the Certificate of Insurance shall name NNRHA as an additional insured

    A. Minimum Insurance Coverages and Limits Required For Most Contracts:

    B. Worker's Compensation – The Contractor shall also obtain and maintain worker's compensation insurance as required by statutory requirements and benefits, and in such policy limits as mandated, by the State and shall require any Subcontractor engaged by the Contractor to satisfy such requirement as well. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify NNRHA of increases in the number of employees that change their worker's compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

    C. Automobile Liability (minimum) – $1,000,000 combined single limit.

    D. Commercial General Liability (minimum) – $1,000,000 per occurrence, $2,000,000 general aggregate, including $100,000 for fire damage. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. NNRHA must be named as an additional insured and so endorsed on the policy. The insurance for the additional insured shall be as broad as and at the same limits as that of the insured. Insurance shall be primary and any insurance maintained by the additionally insured shall be excess and non-contributory until all the limits of insurance have been exhausted through the payment of claims. All rights of subrogation are waived for the policies listed.

    E. The Contractor shall indemnify, hold harmless and defend NNRHA, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, and damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:

        1) the provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by the Contractor or its agents, servants or employees;

        2) any conduct or misconduct of the Contractor or its agents, servants or employees not included in subparagraph (1) hereof and for which, its agents, servants or employees

are alleged to be liable;

3) the negligence or other actionable fault of any Subcontractors engaged by the Contractor; or

4) claims, suits, actions or proceedings of whatsoever nature that are brought by the Contractor's employees, candidates for employment and statutory employees, as determined under the State worker's compensation laws.

If insurance is due to expire or renew during any contract period, it is the responsibility of the Contractor (including Subcontractors, as applicable) to furnish and assure that NNRHA, Division of Purchasing is in receipt of a current insurance certificate noting evidence of coverage. Expired insurance coverage during the course of any contract can be cause for immediate termination of all work, removal from NNRHA properties and cancellation of all contracts. Newport News Redevelopment & Housing Authority, P.O. Box 797, Newport News, VA 23607, will be named as additional insured on the certification with respect to the services being procured.

If the Contractor fails to supply the Procurement Officer the required certificate, the intent to award will be cancelled. Please see additional insurance requirements on HUD Form 5370 pertaining to builders risk insurance.

30. **<u>INTEREST OF MEMBERS OF CONGRESS</u>:** No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise there from.

31. **<u>INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES</u>:** No member, officer, or employee of NNRHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which NNRHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

32. **<u>LIMITATIONS ON PAYMENTS MADE TO INFLUENCE CERTAIN FEDERAL FINANCIAL TRANSACTIONS:</u>**

A. The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement, or the modification of any Federal contract, grant, loan, or cooperative agreement.

B. The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) 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 in connection with a Federal contract, grant, loan, or cooperative agreement.

C. 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 clause.

33. **MANDATORY USE OF NNRHA FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/offer on the official NNRHA forms provided for that purpose may be a cause for rejection of the bid/offer. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid/offer; however, NNRHA reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a solicitation.

34. **MINORITY BUSINESS PARTICIPATION:** The Contractor shall use its best efforts to comply with the commitment it has made in the Bid/Offer relative to the participation of businesses primarily (at least 51%) owned by minorities, women or public housing residents or small businesses (collectively, 'Disadvantaged Business Enterprises') in the performance of this Contract. By executing this Contract, the Contractor accepts the right of NNRHA to appoint an employee to monitor the Contractor's compliance with the commitments and requirements of this paragraph. The Contractor agrees to promptly submit reports to NNRHA on request detailing the level of participation by Disadvantaged Business Enterprises in this Contract. NNRHA shall have the right to review all relevant documents of the Contractor relating to the participation of Disadvantaged Business Enterprises in this Contract on an ongoing basis. NNRHA reserves the right to evaluate the Contractor's performance with regard to the commitments and requirements of this paragraph on an annual basis.

The Contractor shall take the following steps to assure that, whenever possible, subcontracts are awarded to minority firms, women's business enterprises, and labor area firms:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses and women business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

D. Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

E. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and Local governmental small business agencies.

When such business has been subcontracted to these firms and upon completion of the contract; the Contractor agrees to furnish the purchasing office the following information: Name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.

35. **MULTIPLE CONTRACTORS ON SITE:** NNRHA reserves the right to let other contracts in connection with this project or any other project. Contractors are expected to allow opportunities for the introduction of materials and the performance and the coordination of work with each other. If work by the other Contractor impacts your work according to plans and specifications, it is the Contractor's responsibility to notify NNRHA COTR or Procurement Officer immediately.

36. **NO WAIVER:** No failure or delay by a party to insist on the strict performance of any term of this Contract, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Contract nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver or termination is sought. No waiver of any breach shall affect or alter this contract, but each and every term of this Contract shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. The remedies provided in this Contract are cumulative and not exclusive of the remedies provided by law or in equity.

37. **NOTICES:**

A. Any notice, instruction, request or demand required to be given or made to the Contractor hereunder shall be deemed to be duly and properly given or made if delivered or mailed, postage pre-paid, to the Contractor.

B. Any notice, request, information, or documents required to be given or delivered hereunder by the Contractor to NNRHA or to any of its representatives, unless stated otherwise in this Contract, shall be signed or approved in writing by the Contractor, and shall be sufficiently given or delivered if mailed, certified or registered, postage prepaid to:

Newport News Redevelopment & Housing Authority

Division of Purchasing

227 – 27th Street

Newport News, VA 23607

ATTN: Procurement Officer

Or to such representative or address as may be designated in writing to the Contractor.

38. **OBLIGATION OF BIDDER/OFFEROR:** By submitting a bid/offer, the bidder/offeror agrees that they have satisfied themselves, from their own investigation of the conditions to be met, and their obligation. The Contractor will not make any claim for or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

39. ORDERING: Any supplies and services to be furnished under this contract may be ordered by issuance of delivery orders by the individuals or activities designated in the solicitation. Such orders may be issued from the date of award through the expiration or termination of this contract. All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall prevail.

40. **PAYMENT:** The prime Contractor is to submit invoices for services rendered directly to P.O. Box 797, Newport News, VA 23607. All invoices shall refer to the contract and/or purchase order number; social security (for individual Contractors) on the federal employer identification number (for proprietorships, partnerships, and corporations). Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or acceptance, whichever occurs last. However, this shall not affect discounts for payment in less than 30 days. All goods and services provided under this contract/purchase order, which will be paid for with public funds, shall be billed by the Contractor at the contract prices, to include, itemization of charges. Contract will be performance based and fees will not be paid until the service or supplies, as defined in the response to these contract documents have been provided and accepted in the manner specified.

The following shall be deemed to be the date of payment after receipt of invoice: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

A. Unreasonable Charges

Upon determining that invoiced charges are not reasonable, the NNRHA shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable, and the basis for the determination. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. A Contractor may not institute legal action unless a settlement cannot be reached within thirty days of notification. The provisions of this section do not relieve NNRHA of its prompt payment obligations with respect to those charges, which are not in dispute (Code of Virginia § 2.2-4352).

B. Delays in Payment

NNRHA will make payment upon satisfactory completion, within thirty days. If work is not to the satisfaction of the COTR, the COTR will contact the Contractor to remedy the situation. Contractor will advise the COTR, in writing, of day and time task will be completed. If a new schedule is approved by COTR, and if the task is not completed within that time frame, NNRHA may proceed with default procedures. Reasons for not accepting Contractors work, and delaying payments, may include but are not limited to:

1. Submitting invoice without final inspection approval by COTR.

2. Incorrect Invoice, (i.e.) not billing according to the purchase order or contract.

3. Creating safety hazards.

4. Contractor failing to communicate completion of work.

41. **PERFORMANCE AND PAYMENT BONDS:** The successful bidder/offeror shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the NNRHA as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia and acceptable to HUD and the Authority. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office prior to or at the time of award. When the value of work for a General Contractor exceeds $50,000.00 during the contract period (this includes initial award and all subsequent renewals), the General Contractor shall provide the Agency these bonds.

42. **PRIME CONTRACTOR'S RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all Subcontractors that he may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees to being as fully responsible for the acts and omissions of Subcontractors and of persons employed by them as they are for the acts and omissions of their own employees. The Contractor shall be responsible for maintaining satisfactory standards of employee's competency conduct courtesy, appearance, honesty, and integrity and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. Additionally, the prime Contractor shall:

A. Ascertain that all services and work will be performed in a professional workman-like manner acceptable to NNRHA and consistent with accepted professional standards. If the Contractor or their staff is other than professional with residents or NNRHA staff, the Contractor may be found in default of this contract.

B. Insert appropriate clauses in all subcontracts to bind Subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of Subcontractors.

C. Within seven (7) days after receipt of amounts paid to the Contractor for services rendered by the subcontract either:

1. Pay the Subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the Subcontractor under the contract; or

2. Notify the agency and Subcontractor, in writing, of the intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.

D. Pay interest on all amounts owed to Subcontractor that remain unpaid after seven days following receipt of payment by the agency, except for amounts withheld as allowed in 'C-2' above. "Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month." A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amounts for reimbursement for the interest charge. Your obligation to pay interest to a Subcontractor shall not be construed to be an obligation of NNRHA.

E. Provide your social security number and if a proprietorship, partnership or corporation provide your federal employee identification number, space provided on cover sheet of this package.

F. Include in each of its subcontracts a provision requiring all Subcontractors to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor.

G. Not purchase any materials or supplies pertaining to this contract that is subject to any chattel mortgage or under conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that there is clear title to all materials and supplies for all items invoiced for payment. This clause also pertains to all Subcontractors participating in this contract.

H. Repair, to NNRHA satisfaction, any damage, including damage to finished surfaces, resulting from the performance of this contract.

43. **PROTECTION OF PERSON AND PROPERTY:**

A. The Contractor expressly undertakes both directly and through its Subcontractors, to take every precaution at all times for the protection of persons and property, including NNRHA's employees and property. The Contractor shall make good any such damage injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of NNRHA. The Contractor shall adequately protect adjacent property as provided by law and the Contract documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the contract documents.

B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and in accordance with all State and Federal regulations.

C. In an emergency affecting the safety of the work, life of individuals or the adjoining property, the Contractor shall act immediately without special instruction or authorization from NNRHA. Should the Contractor, in order to prevent threatened loss or injury, be instructed or authorized to act by NNRHA, they shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in this document or negotiated between both parties.

44. **PROTECTION OF TRADE SECRETS AND OTHER INFORMATION:** By submitting data required by this solicitation, the Contractor may (A) clearly mark any portions, which in their option, are trade secrets or commercial or financial information and (B) submit such marked material separately from other material required to be submitted and is in accordance with Code of Virginia 3.1-249.68.

45. **PUBLIC NOTICE OF AWARDS:** Award or decision to award, utilizing competitive sealed bidding or competitive negotiations will be posted on a public bulletin board located at 227 27th Street and displayed at www.nnrha.com. Sole source and emergency procurements, not utilizing competitive sealed bidding or competitive negotiations, will also be posted.

46. **QUALIFICATIONS OF BIDDERS/OFFERORS:** NNRHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidders/offerors to perform the services, furnish the goods or services and the bidders/offerors shall furnish to NNRHA all such information and data for this purpose as may be requested. NNRHA reserves the right to inspect bidders/offerors physical facilities prior to award to satisfy questions regarding the bidders/offerors capabilities. NNRHA further reserves the right to reject any bid/offer if the evidence

submitted by, or investigations of, such bidder/offeror fails to satisfy NNRHA that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or goods contemplated therein.

47. **SAFETY STANDARDS:** All personnel shall, at all times, wear approved clothing, hard hats, safety vest, and any other equipment required to meet OSHA standards. They will obey all safety rules and regulations and will not create hazardous conditions within the operation. The Contractor must meet motor carrier safety regulations (Federal and State), as applicable. It is the Contractor's responsibility to ensure the OSHA regulations are met in all applicable areas for all exposures encountered during the term of the contract.

48. **SUSPENSION OF WORK:**

A. The Procurement Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the NNRHA.

B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Procurement Officer in the administration of this contract, or (2) by the Procurement Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

C. A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

49. **TAX EXEMPT**: NNRHA is exempt from the payment of any Virginia Sales Tax, State sales and use tax certificates of exemption. Form ST-12 will be issued upon request. When performance involves a service, the Contractor shall be responsible to pay a Virginia Sales Tax on materials consumed in performance of the service.

50. **TERMINATION FOR CONVENIENCE OF NNRHA:**

A. NNRHA may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractors shall immediately cease work and remove from the project site all of its labor forces and such of its materials as NNRHA elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as required by owner to assign to the owner the Contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction; the Contractor shall receive as full compensation for termination and assignment of the following:

1. All amounts then otherwise due under the terms of the contract.

2. Amount due for work performed subsequent to the latest request for payment through the date of termination.

3. Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment for the foregoing, owner shall have no further obligations to the Contractor of any nature.

4. All claims associated with this termination must be submitted within one (1) year after the effective date of the termination.

B. In no event shall termination for the convenience of the owner terminate the obligations of the Contractor's surety on its payment and performance bonds.

51. **TERMINATION FOR DEFAULT:** NNRHA may terminate this contract at any time, for the Contractors failure to perform their contractual obligations and may procure the articles or services from other sources and hold the defaulting contractor responsible for any resulting costs. NNRHA is not liable for Contractor's cost on undelivered work and may be entitled to the repayment of progress payments. All claims associated with this termination must be submitted within one (1) year after the effective date of the termination.

52. **TESTING AND INSPECTION:** NNRHA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Rejected supplies will be returned at the vendor's expense. The vendor, at no cost, shall replace materials and components that have been rejected by NNRHA.

53. **TRANSPORTATION AND PACKAGING:** By submitting their bids/offerors, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

54. **USE OF PREMISES AND REMOVAL OF DEBRIS:**

A. The Contractor expressly undertakes, either directly or through its Subcontractor:

1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.

2. To maintain its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of NNRHA or any other Contractor.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To effect all cutting, filling or patching of its work required to make the same conform to the solicitations plans and specifications, and except with the consent of the Project Inspector, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or excavation.
5. To clean up frequently all refuse, rubbish, scrap materials and debris caused by its operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
6. The Contractor shall clean-up, move all refuse, rubbish surplus and scrap material and debris resulting from his operation at the end of each workday and after completion of all work. All material removed as part of clean up shall be completely removed from the properties.
7. NNRHA does not take responsibility for storing, securing or loss of the Contractor's apparatus, materials, supplies, equipment, or personal items.

55. **WITHDRAWAL OF BID DUE TO ERROR:**

A. If a bid contains both clerical and judgment mistakes, a bidder may withdraw the bid from consideration if the price would have been substantially lower than the other bid due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. A bid may be withdrawn from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgement mistake and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can clearly be shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

B. The Contractor shall give notice in writing to Procurement Officer, Division of Purchasing, of their claim of right to withdraw their bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials may be considered as trade secrets or proprietary information subject to the conditions of subsection F of 2.2-4342. Section 2.2-4330 Code of Virginia.

C. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or another bidder in which the ownership of the withdrawing bidder is more than five percent.

D. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.

E. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

F. If NNRHA denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing within 5 business days stating the reason for its decision and award the contract to such bidder at the bid prices(s), provided such bidder is a responsive and responsible bidder. At the same time the notice is provided, NNRHA shall return all work papers and copies thereof that have been submitted by the bidder.

56. **WORK HOURS AND PROCEDURES:**

A. Normal work hours for NNRHA are from 8:00a.m. to 5:00p.m., Monday through Friday, except holidays. All services shall be performed during normal work hours, unless prior approval from the COTR, or their designated personnel.

B. Contractor(s) shall coordinate before commencing work the specific day(s) and the approximate times of day service will be conducted.

C. Due to weather or any other delays, Contractor shall advise COTR of alternate date(s) of service and time immediately, prior to service.

Attachment "E"

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Solicitor may submit any additional information they desire.

1) Name of Offeror

2) Permanent Main Office Address, including City, State, Zip Code, Phone Number, Fax Number and Email Address.

3) When organized?

4) If incorporated, when incorporated?

5) How many years have you been engaged in business under your present firm or trade name?
__________ Years

6) Contracts on hand. (List these, showing gross amount of each contract and the appropriate anticipated dates of completion).

7) General character of work performed by your company.

8) Have you ever failed to complete any work awarded to you? If so, provide information for the reason not being able to complete the job.

9) Have you ever defaulted on a contract? If so, provide information regarding the contract and what led to the default?

Attachment "E" (continued)

REFERENCES: Provide at least four (4) recent references that you have provided this type of service for in the last five (5) years. Work performed for Newport News Redevelopment and Housing Authority is an acceptable reference. Include the date service was furnished and the name, address and phone number of the person the Authority has your permission to contact.

Name of Company	Date of Service	Contact	Phone No.
1)			
2)			
3)			
4)			
5)			

Contractor's License Number: ____________________________ Class _____

Number of employees employed with your firm that will be assigned to this contract. _____

SUBCONTRACTORS: Attach a list of all known sub-contractors who will be working on this project. Failure to submit this required information may cause your bid to be deemed non-responsive.

Attachment "F"

MINORITY BUSINESS PARTICIPATION COMMITMENT FORM

It is the policy of Newport News Redevelopment & Housing Authority (NNRHA) to encourage minority participation in all contracts. To implement this policy, we encourage minority participation through subcontracting or other methods in contracting. You must complete this form, indicating the percentage of this contract that will be subcontracted to minority businesses. Failure to complete this form may result in your response being declared non-responsive thus eliminating your firm from consideration for this project.

For the purpose of this commitment, the term "minority business" means a business at least 50% of which is owned and controlled by minority group members or, in the case of a publicly owned business, at least 51 % of the stock is minority owned and the business is controlled by minority group members. For the purpose of the preceding sentence, "minority group members" are citizens of the United States who are African-Americans, Hispanics, Asians, Pacific Islanders, and American Indians.

Please indicate the percentage of minority business participation in this project. This refers to the percentage of the total dollar value of the Contract that will be subcontracted to minority firms:

____________%

NNRHA will consider minority participation in awarding the Contract. NNRHA reserves the right to approve or disapprove any subcontractors.

If you need assistance with identifying minority firms in this area, please contract Hampton Roads Community Action Program (HRCAP), at (757) 247-6747 or the Virginia Department of Minority Business Enterprise at 111 East Main Street, Suite 300, Richmond, VA 23219 at (804) 786-6585.

The undersigned herby certifies that he or she has read the terms of this commitment and is authorized to bind the prospective Offeror to the commitment herein set forth.

______________________________	______________________________
Contractor's Name	Name of Authorized Officer (printed)
______________________________	______________________________
Date	Name of Authorized Officer (signed)

Attachment "G"

CERTIFICATE OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for its employees any segregated facilities at any establishment, and that he/she does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for its employees any segregated facilities at any of its establishments 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 will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of the bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, 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 which 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. The bidder agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause and will retain such certifications in its files.

Date: ______________________, 20____

____
Name of Offeror

Treasury Number: ____________________

By: ______________________________

Title: ______________________________

Official Address:

____

____

____

Attachment "H"

NON-COLLUSIVE AFFIDAVIT

State of ________________________________

County of________________________________

Being first duly sworn, deposes and says that:

(1) He/she is ____ of
Owner, Partner, Officer, Representative or Agent

____, the Bidder that has submitted the attached bid;
Name of Company

(2) He is fully informed respecting the preparation and contents of the attached bid and all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive sham;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in Interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Newport News Redevelopment & Housing Authority or any person interested in the proposed contract; and

(5) The price or prices in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

____
Name

____
Title

Subscribed and Sworn before me.
This _____ day of __________________, 20____

____

____
My Commission Expires ____________________

Attachment "I"

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE ARE THE UNDERSIGNED,
____, as PRINCIPAL
(Name of Principal)

and ____, as SURETY
(Name of Surety)

are held and firmly bound into the Newport News Redevelopment and Housing Authority, hereinafter called the "Authority" in the penal sum of _________ dollars lawful money of the United States for payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successions and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompany bid, dated ____________, 20 ___ for ______________________________________.

NOW, THEREFORE, if the Principal shall not withdraw its bid within the period specified and in the manner specified in the bid documents and if the Principal shall enter into a written Contract within ten (10) days after the prescribed forms are presented to it for signature, and give bond with good and sufficient surety or sureties as may be required by the faithful performance and proper fulfillment of such Contract, then the above obligation shall be void and of no effect. However, in the event that the Principal fails to withdraw the bid in accordance with the bid documents and the applicable law, or if the Principal fails to enter into the Contract and file the required bonds within the specified time, Principal shall pay to the lesser of the difference between the Principal's bid and the next low bid or the face amount of this bond bid. If Principal fails to make the aforementioned payments in a timely fashion, then this bond shall remain in full force and virtue. This bid bond shall be in effect for at least ninety (90) days from the date that the bids are opened.

IN WITNESS WHEREOF, for the above bound parties have executed this instrument under their several seals this ______ day of ______________, 20 ___, the name and corporate seal of each corporate party being hereto affixed, signed and sealed, pursuant to the authority of the governing bodies of the Principal and the Surety.

In the presence of:

______________________________ ______________________________

______________________________ ______________________________

______________________________ ______________________________

______________________________ ______________________________

Attest:

______________________________ ______________________________

______________________________ ______________________________

By: ______________________________
Affix Corporate Seal

Attest:

______________________________ ______________________________
(Corporate Surety)

______________________________ ______________________________

By: ______________________________
Affix Corporate Seal

Attachment "J"

HUD FORMS/INFORMATION

PLEASE SEE THE FOLLOWING PAGES

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

Instructions to Bidders for Contracts Public and Indian Housing Programs

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

(1) Integrity;

(2) Compliance with public policy;

(3) Record of past performance; and

(4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding $25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website **http://www.fms.treas.gov/c570/index.html**, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean 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; and Indian "tribe" to mean 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.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

Instructions to Offerors Non-Construction

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

03201

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors
Non-Construction Contract

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:
(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] 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)(l) 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)(l) 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)(l) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

1) **Non-construction contracts** (*without* maintenance) **greater than $250,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than $2,000 but not more than $250,000 - use Section II;** and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than $250,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section 111, Labor Standards Provisions,* including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
( ) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

(a)The [contractor/seller] will not discriminate against any emplo yee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that appli cants are employed, and that employees are treated during employm ent, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall in clude, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisement s for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employ ment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instance s in which an employee who has access to the compensation inform ation of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other em ployees or applicants to individuals who do not otherwise have acces s to such information, unless such disclosure is in response to a form al complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the emplo yer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representat ive of workers with which it has a collective bargaining agreement or oth er contract or understanding, a notice to be provided by the agency contr acting officer, advising the labor union or workers' representative of the [contractor/seller] 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in cons picuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f)The [contractor/seller] will furnish all information and reports re quired by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rule s, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies in yoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in acc ordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exe mpted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/ seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1.The [contractor/seller] will not discriminate against any e mployee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applican t for employment is qualified. The [contractor/seller] agrees to take aff irmative action to employ and advance in employment individuals wit h disabilities, and to treat qualified individuals without discrimination o n the basis of their physical or mental disability in all employment pra ctices, including the following:

i.Recruitment, advertising, and job application procedures;

ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii.Rates of pay or any other form of compensation and chan ges in compensation;

iv.Job assignments, job classifications, organizational struct ures, position descriptions, lines of progression, and seniority lists;

v.Leaves of absence, sick leave, or any other leave;

vi.Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];

vii.Selection and financial support for training, including app renticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and

ix.Any other term, condition, or privilege of employment.

2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller] , a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5.The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/ seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6.The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of $ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7.The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract

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

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

NOTICE: PIH-2011-22

Issued: April 26, 2011

Cross Reference:
24 CFR 903.7(e) (2)
24 CFR 990.165
7 U.S.C. 136r-1 Integrated Pest Management
This Notice Supersedes
PIH Notice 2009-15, PIH Notice 2008-24, PIH Notice 2007-12

Subject: Promotion of Integrated Pest Management (IPM) as an environmentally-sound, economical and effective means to address a major resident concern.

1. **Purpose.** The purpose of this Notice is to promote and encourage the use of IPM by Public Housing Authorities (PHAs), Indian tribes, Tribal Designated Housing Entities (TDHEs), and owner/agents providing assistance through the HCV program. This notice provides guidance to Public Housing Authorities (PHAs) on the benefits of IPM, additional technical assistance and training opportunities for PHAs. Pest management is integral to the provision of safe and sanitary housing. In accordance with 24 CFR 903.7 (e) (2), PHAs must include in their PHA plans a description of any measures necessary for the prevention or eradication of pest infestations. IPM is an ecological approach using an array of methods to prevent and control pests with reduced reliance on pesticides. Procedures contained within this notice remain in effect until superseded by subsequent HUD Directive or guidance.

2. **Applicability.** This notice applies to PHAs administering the public housing and project based Section 8 program, and may be of interest to Indian tribes/TDHEs as well as owners/agents providing assisted housing through the Housing Choice Voucher (HCV) Program. The decision to use IPM techniques in their ongoing pest control effort is under PHA, Indian tribes/TDHE discretion. 24 CFR 990.165(a) covers cost associated with Project Expense Level (PEL) such as maintenance expenses. IPM is a maintenance expense.

3. **Background.** The goal of IPM as defined by the Environmental Protection Agency (EPA) is to control pests by the most economical long term means, and with the least possible hazard to people, property, and the environment. To undertake IPM, project managers

should be committed to ongoing or continuous monitoring and record keeping, educational outreach to residents and staff as well as implementing good communication strategies between residents and building managers. IPM methods include: restricted pest access to food/water; vigilant sanitation and waste management; mechanical control; physical barriers; structural maintenance; and, where necessary, the judicious use of pesticides.

4. **Fundamentals of IPM.** IPM efforts must involve PHA staff, contractors, residents, and include:

   a. Communicating the PHA's IPM policies and procedures to be provided in the appropriate format to meet the needs of all residents including persons with limited English proficiency and in formats that may be needed for persons who are visually or hearing impaired. This applies to administrative staff, maintenance personnel, and contractors as well.
   b. Identifying the environmental conditions that lead to pests and educating residents.
   c. Identifying pests and immediately reporting the presence of pests.
   d. Establishing an ongoing monitoring and record keeping system for regular sampling and assessment of pests, surveillance techniques, and remedial actions taken, include establishing the assessment criteria for program effectiveness. This is a highly effective preventative measure that can help reduce the possibility of a pest infestation outbreak.
   e. Determining, with the involvement of residents, the pest population levels – by species – that will be tolerated, and setting thresholds at which pest populations warrant action.
   f. Improving waste management and pest management methods.
   g. Selecting the appropriate pesticides and insecticides to use. Some residents may suffer from Multiple Chemical Sensitivity or other Environmental Illnesses.
   h. Ongoing efforts to monitor and maintain structures and grounds (e.g., sealing cracks, eliminating moisture intrusion/accumulation) and adding physical barriers to pest entry and movement.
   i. Developing an outreach/educational program to ensure that leases reflect residents' responsibilities for: (1) proper housekeeping, which includes sanitation upkeep and the reduction of clutter, trash removal and storage, (2) immediately reporting the presence of pests, leaks, and mold, (3) cooperating with PHA specific IPM requirements such as obtaining permission of PHA management before purchasing or applying any pesticides, and (4) avoiding introduction of bed bugs and other pests into buildings on used mattresses and other recycled furniture. See "Preventing and Getting Rid of Bed Bugs Safely," New York City Department of Health and Mental Hygiene http://www.nyc.gov/html/doh/downloads/pdf/vector/bed-bug-guide.pdf
   j. Check with local health department to determine if your state has laws for re-used furnishings.
   k. The judicious use of pesticides when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment. Residents should notify PHA management before pesticides are applied.

l. Providing and posting "Pesticide Use Notification" signs or other warnings.

5. **Health Concerns.** Pests may adversely impact the health of residents and contribute to worsening some diseases, such as allergies and asthma. Cockroaches can cause asthma in children and can transfer disease-causing organisms to food and surfaces they contaminate. Rodents, such as mice and rats, carry disease, can trigger asthma attacks and even cause fires by gnawing through electrical wires. Although bed bugs are not known to transmit infectious diseases, their bites can lead to secondary infections. Bed bugs can cause emotional distress and sleep deprivation for residents as well. Bed bug infestations can spread quickly and must be treated aggressively. All pest control methods are targeted to protecting the health of residents and staff. Although applying pesticides may be effective in eliminating pest populations, many of these chemicals are associated with health and/or environmental risks, and their use should be minimized if alternative methods exist. This is especially important in buildings housing vulnerable age groups such as children or the elderly and in buildings housing residents with compromised immune systems or who may suffer from Multiple Chemical Sensitivity and other environmental illnesses. Therefore, IPM offers the potential to ensure efficacy of pest elimination while protecting the health of residents, staff and the environment.

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

7. **Implementation.** HUD promotes IPM as a pest control method. IPM effectively eliminates pests in safer and long term cost-effective ways than traditional pesticide treatments. IPM frequently has proven to be more effective in reducing pest populations than relying solely on broadcast pesticides. The Boston Housing Authority (BHA) experienced approximately one-third reduction in pest related work orders over multiple years in multiple sites. BHA has maintained this reduction and now uses IPM in all its BHA maintained properties. Continuation of the IPM program after initial development cost is considered preventative maintenance expense and is an eligible program activity under the Public Housing Operating Subsidy as codified at 24 CFR 990.165. Successful IPM requires resident participation through proper housekeeping, reporting of pest infestations, and trash removal. Residents can monitor pest populations and assist in identifying how to eliminate access to food and water for pests. Resident organizations must be prepared to assist residents who need help to follow the IPM policy. HUD encourages PHAs to partner with local pest management organizations.

8. **Procurement of IPM Services.** If a PHA uses an outside contractor for pest control, the PHA's pest control/IPM policies and procedures should be incorporated into the specifications or statement of work for the pest management contract. PHAs using an

outside contractor are encouraged to use companies that are trained and certified to provide IPM services either through Green Shield certified (http://www.greenshieldcertified.org/) or Green Pro (http://www.npmagreenpro.org/). The PHA should also consider training for maintenance staff, residents, Resident Councils as well as PHA administrative staff who oversee housing developments or administer occupancy and rental duties such as unit housekeeping inspections.

9. **PHA Maintenance Staff.** If a PHA uses its own maintenance staff for pest management, proper training in the PHA's IPM procedures is essential. It is especially critical to be trained in the proper treatments methods PHAs can use when treating for bed bugs. The contract administrator for any pest management contract should be trained as well. Successful results rely upon proper implementation; training is therefore of critical importance. IPM training is available at: http://www.stoppests.org/ and http://www.healthyhomestraining.org/ipm/training.htm.

10. **Area of High Concern, Bed bugs.** As the number of bed bug infestations rise throughout the country, HUD is in the process of developing protocols to address this growing problem. HUD is addressing the unit inspection process as well as developing the tools necessary for PHAs to identify, treat and monitor the effectiveness of bed bug treatments in its portfolio. Identifying, reporting, treating and monitoring pest infestations are all critical components of IPM and are effective in addressing the bed bug problem.

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

    a. National Center for Healthy Housing: http://www.healthyhomestraining.org/ipm
    b. Bed Bugs: "What's Working for Bed Bug Control in Multi-family Housing" http://www.healthyhomestraining.org/ipm/NCHH_Bed_Bug_Control_2-12-10.pdf http://pestworld.org/pest-world-blog/the-bed-bug-hub-one-stop-shop-for-bed-bug-information
    c. National Pesticide Information Center: http://www.npic.orst.edu/
    d. Integrated Pest Management (IPM), A Guide for Managers and Owners of Affordable Housing, Boston Public Health Commission: http://http://asthmaregionalcouncil.org/uploads/IPM/asthma_ipm_guide.pdf.
    e. U.S. Environmental Protection Agency:
        i. General IPM information http://www.epa.gov/opp00001/contolling/index.htm housing): http://www.epa.gov/pesticides/ipm
        ii. EPA staff contacts: http://www.epa.gov/pesticides/about/contacts.htm#ipm
        iii. List of EPA IPM publications and instructions for ordering documents: http://www.epa.gov/oppfead1/Publications/catalog/subpage3.htm
    f. Massachusetts Department Agriculture Resources – Building Managers and Landlords: http://www.mass.gov/agr/pesticides/docs/CIB_Building_Managers.pdf

g. HUD funded "Healthy Public Housing Project" conducted by the Harvard School of Public Health In Boston Public Housing, HTTP://www.hsph.harvard.edu/hphi/
h. Bed Bug Fact Sheets in English and Spanish produced by Dr. Dini Miller, http://www.vdacs.virginia.gov/pesticides/bedbugs-facts.shtml

12. **PHA Case Studies On IPM Application.**

i. Cuyahoga Housing Authority: http://www.healthyhomestraining.org/ipm/Case_Study_Cuyahoga_10-20-07.pdf
ii. Boston Housing Authority: http://www.http://www.healthyhomestraining.org/ipm/casestudy_holgate.pdf
iii. New York City Department of Health, Columbia University and the New York City Housing Authority: http://www.beyondpesticides.org/dailynewsblog/?p=1604

13. For further information contact Leroy Ferguson at (202) 402-2411 or email at Leroy.Ferguson@hud.gov or you can contact the nearest HUD Field Office of Public Housing within your state. Indian tribes and TDHEs should contact the nearest HUD Office of Native American Programs. Locations of these offices are available on HUD's website at http://www.hud.gov.

/s/

Sandra B. Henriquez, Assistant Secretary for
Public and Indian Housing