

**HOUSING AUTHORITY OF THE CITY OF
WILMINGTON NORTH CAROLINA (WHA)**

RE-BID INVITATION FOR BIDS (IFB)

**PEST CONTROL SERVICE
AUTHORITY-WIDE
(Including Glover Plaza)**

SOLICITATION NO.: RFY24.04

**SUBMISSION DATE:
Wednesday, October 23, 2024, at 10:30 a.m.
EASTERN DAYLIGHT TIME**

Prepared By:

**Wilmington Housing Authority
Procurement Department
1524 S. 16th Street
Wilmington, NC 28401**

- PUBLIC ADVERTISEMENT
- NOTICE TO BIDDERS
- INSTRUCTIONS TO BIDDERS FOR CONTRACTS/PUBLIC AND INDIAN HOUSING PROGRAMS (HUD FORM-5369B)
- SUPPLEMENT INSTRUCTIONS TO BIDDERS
- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/PUBLIC AND INDIAN HOUSING PROGRAMS (HUD FORM 5369C)
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- FORM OF PROPOSAL
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- NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER (*All Contract Work Exceeding \$49,999*)
- CERTIFICATION REGARDING DEBARMENTMENT AND SUSPENSION (HUD FORM-2992)
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- SECTION 3 DOCUMENTS
 - Contractor Certification of Compliance
 - Section 3 Definitions
 - Contractor's Plan
- SAMPLE FORM OF SERVICE CONTRACT
- SCOPE OF WORK

HUD FORMS

INSTRUCTIONS TO BIDDERS FOR CONTRACTS/PUBLIC AND INDIAN HOUSING PROGRAMS (HUD FORM-5369B)
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/PUBLIC AND INDIAN HOUSING PROGRAMS (HUD FORM 5369c)
CERTIFICATION REGARDING DEBARMENTMENT AND SUSPENSION (HUD FORM-2992)
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION (HUD FORM-92010)

RE-BID INVITATION FOR BIDS
SOLICITATION NO.: RFY24.04

HOUSING AUTHORITY OF THE CITY OF
WILMINGTON NORTH CAROLINA

PEST CONTROL SERVICES
AUTHORITY-WIDE INCLUDING GLOVER PLAZA

The Housing Authority of the City of Wilmington North Carolina (WHA) Central Office located at 1524 S. 16th Street is soliciting sealed bids from interested contractors to provide Pest Control Services Authority Wide including Glover Plaza.

Project Information will be available on our website beginning Thursday, September 26, 2024. You can download the project manual at www.wha.net, click on business opportunities. Bid Opening will be held on October 23, 2024, at 10:30 a.m.

WHA reserves the right to reject any or all bids and to waive any information in the proposal process.

Chauntrell Burns
Sr. Vice President of Procurement

NOTICE TO BIDDERS

The Housing Authority of the City of Wilmington North Carolina (“WHA”) is soliciting sealed bids from contractors for Pest Control Service Authority-Wide Including Glover Plaza.

The Project Manual explaining bid requirements will be available for pick on Thursday, September 26th at the Housing Authority’s Central Office after 8:30 a.m. for a non-refundable charge of \$15.00. Bid packages will be available by downloading from www.wha.net, click business opportunities. Your questions can be emailed to cburns@wha.net no later than 12:00 noon by October 14th.

Bids will be received until 10:30 a.m., Wednesday, October 23, 2024, and publicly opened forthwith at WHA, Central Office. The outer-most label of all submittals must be conspicuously marked: “RE-BID PEST CONTROL SERVICE”.

The bid price(s) shall be included as provided in the Project Manual. Unless otherwise specified in the Project Manual, all prices shall be on a firm-fixed price basis and are not subject to adjustment. Late bids will be handled in accordance with the form HUD-5369B.

A five percent (5%) bid bond is due if your bid is \$25,000 or greater. Bid bond shall be executed by an acceptable surety, cashier’s check, or bank draft payable to the Housing Authority of the City of Wilmington North Carolina. Bid bond shall be returned within 3 weeks of acceptance. **PERSONAL CHECK UNACCEPTABLE!**

Based on your bid proposal, all Contractors are required to have the *appropriate license* in order, to perform this project, and the ability to pull permits, if applicable. **No EXCEPTIONS!** All contractors must submit certification that the firm is not debarred, suspended, or otherwise prohibited from professional practice by any Federal State or local agency.

The WHA does not discriminate based on race, sex, age, color, national origin, religion, or disability in its employment opportunities, programs, services, or activities.

WHA reserves the right to reject any or all bids or to waive informalities in the bidding. Bid proposals will be available for review after the contract award.

SUPPLEMENT INSTRUCTIONS TO BIDDERS

Proposals must be in accordance with the following instructions, requirements, and procedures to be eligible for consideration:

1. LICENSE:

When stipulated in the Notice to Bidders, all Bidders are hereby notified that they must have proper license under applicable State and Local Laws governing their respective trades at the time of submittal of bids.

Bidders are further notified that applicable provisions of Chapter 87, Article 1, NC General Statutes shall be observed in receiving bids and awarding Contracts.

2. SINGLE CONTRACT PROPOSALS:

Proposals for the Project Work shall be submitted under a Single GENERAL CONTRACT Proposal.

3. DEFINITIONS:

Owner: Housing Authority of the City of Wilmington North Carolina (WHA)

Designer: Procurement Department, Housing Authority of the City of Wilmington or, Licensed Professional engaged by WHA, as identified in the Project Manual.

Project Manager: Designated representative of WHA Operations Department.

Presiding: Project Manager of WHA or Contracted Designer

4. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:

Each bidder shall carefully examine the site and premises of the proposed work, the Form of Proposal, the plans, specifications, and special provisions of the Contract Documents before submitting a bid. The submittal of a bid shall be considered full evidence that the bidder has made such necessary examinations, that he knows, and understands the conditions relating to the performance of the work required by the Contract Documents. The bidder has made every provision to operate under existing and stipulated conditions and has included all necessary items for the proper execution of work required by the Contract Documents.

The Owner and Designer shall conduct a pre-bid conference and tour of the Project on the Date and Time specified in the Notice to Bidders. Prospective Bidders are strongly encouraged to attend due to the nature, restrictions, and details of the work.

Other inspections of the Project Site shall be made only during normal business hours and **only by appointment**, arranged for a minimum of **48 hours in advance**. Bidders shall not disrupt Owner's operations or residents' privacy in the course of such inspections.

The Project Site is a residential community of the Housing Authority of the City of Wilmington, N.C. and visiting bidders shall adhere to security policies and cooperate fully with instructions of WHA management officials. To arrange site visits.

**Contact: Chauntrell Burns, Sr. Vice President of Procurement
Housing Authority of the City of
Wilmington North Carolina
(910) 341-7700, ext. 247**

5. UTILITY CHARGES:

No service or connection charges or fees by serving utility companies are anticipated in connection with the Project work. Coordination and scheduling of work to be performed by serving utilities, if required for relocation or temporary disconnection, shall be the responsibility of the Contractor.

6. CLARIFICATION OF DOCUMENTS/ INTERPRETATIONS:

Should any bidder be in doubt about the precise meaning or intent of any part of the plans, specifications or other contract documents, or find discrepancies or omissions therein, he shall immediately notify the Designer and request clarification. Prospective bidders shall request such clarification no later than ten (10) days before the date for submittal of bids.

The Designer shall issue a clarification or correction by written addendum to all known bidders and to offices where Bid Documents are exhibited for inspection, no later than seven (7) days before the date for submittal of bids. The bidder in the spaces provided on the Form of Proposal shall acknowledge receipt of such addenda.

Neither the Owner nor the Designer shall be responsible for any oral instructions.

7. PROPOSAL FORMS/ PREPARATION OF PROPOSALS:

Proposals shall be made in strict accordance with the Standard Form of Proposal bound in with these documents and shall be submitted on the forms supplied.

PROPOSAL DOCUMENTS: The following forms shall constitute the Proposal Documents:

Form of Proposal
Form of Bid Bond (\$25,000 and greater)
Form HUD-5369C–Representations, Certifications and Statements of Bidders
Form HUD-2992 – Certification Regarding Debarment and Suspension.
Form HUD-92010 – Equal Employment Opportunity Certification.
Form Non-Collusive (\$50,000 and greater)
Form WHA- Comparable Project Completion References Form
Section 3 Documents:
• <i>Compliance Certification</i>
• <i>Definition</i>
• <i>Contractor Compliance Plan</i>

All required forms shall be filled out and properly executed.

The forms shall not be detached from these documents. However, bids may be submitted on a separate, exact copy of the Form of Proposal and related documents listed above and shall be given full consideration and will have the same force and effect as if bound thereto.

Fill in all appropriate blank spaces provided for Amounts, Contract Time, Alternates, Unit Prices, and Addenda as applicable.

Failure to furnish requested itemized prices or alternates may disqualify the proposal. State the total amount bid in figures and in narrative in the proper spaces on the proposal form.

No lineation, erasures, adjustments, or alterations shall be made to the printed Form of Proposal. In receiving the bids, the Owner and the Designer will assume that no such alterations have been made, and if any such modifications become apparent afterwards, they shall not be binding upon either of them.

Changes in any entry shall be made by marking through the initial entry and by inserting the corrected entry adjacent thereto. An authorized representative of the Bidder shall initial each such correction.

8. EXECUTION OF PROPOSALS: Proposal Documents shall be executed in the following manner:

A. If by Sole Proprietor, state by adding "Owner" after the name of the person executing the documents.

B. If by a Partnership, state by adding "Partner" after the name of the person executing the documents.

- C. If by a Corporation, indicate if by the President or by Vice-President and attest by the Secretary. Identify the title of office of the executing entities and impress the corporate seal on each signature page of the documents.
- D. If the proposal is made by a Joint Venture, it shall be executed by each member of the Joint Venture in the above format for sole Owner, Partner, or Corporation, whichever format is applicable.
- E. If a person other than an Owner, Partner, or Officer of a firm holds the Contractor's license, and then the Licensee shall also sign and be a party to the proposal. The title "Licensee" shall be indicated under such signature.

All signatures shall be properly witnessed and sealed.

9. BID SECURITY: Bid Security in an amount not less than five percent (5%) of the base bid amount shall accompany each bid, for bids exceeding \$25,000, or as stipulated in *Notice to Bidders*. The bid guarantee shall be a negotiable certified check, bank draft, or bid bond, payable to the Owner.

10. SUBMITTAL OF PROPOSALS: Enclose bid documents in an opaque, sealed envelope of sufficient size to accommodate the documents without folding. Identify the envelope in the upper left-hand corner as follows:

EXAMPLE: PROPOSAL FOR: RE-BID PEST CONTROL SERVICE AUTHORITY- WIDE

Housing Authority of the City of Wilmington, NC

Name of Bidder _____

COMPANY NAME _____

Address _____

Bidder's Lic. No. _____

Address proposals to: **Ms. Chauntrell Burns, Sr. Vice President of Procurement
Procurement Department
Housing Authority of the City of Wilmington
1524 South 16th Street
Wilmington, NC 28401**

Label the envelope on both sides **"SEALED BID ENCLOSED- DO NOT OPEN!"**

Deliver or mail proposals to be received by the WHA Director of Redevelopment at the address specified above and before the stated time for bid opening as specified in the Notice to Bidders.

11. **MODIFICATION/ WITHDRAWAL OF PROPOSALS:** Submitted Bids may be withdrawn or modified only by written request and authorization of the bidder, delivered to the specified address for submittal of bids before the time established for bid opening.

Modifications shall be made as follows:

Changes in any entry shall be made by marking through the initial entry and by inserting the corrected entry adjacent thereto. An authorized representative of the Bidder shall initial and date each such correction.

No proposal may be withdrawn or modified after the scheduled time for opening of bids for a period of thirty- (30) days except as provided by NC General Statute G.S. 143-129.1.

Negligence, omissions, or errors on the part of the bidder in preparing his bid shall not entitle him to withdraw or modify his bid after bids have been opened, except as provided by State Statutes, G.S. 143-129.1.

12. **RECEIPT/OPENING OF PROPOSALS:** At the time and place established for the receipt of bids in the Notice to Bidders, every Proposal for the specified work received by the Owner within the time specified shall be opened, acknowledged, and read, regardless of any irregularities therein. Applicable NC General Statutes shall be observed in receiving, opening, and evaluating bids, and awarding contracts if award is made.

The Owner reserves the right to reject any or all proposals and to waive informalities.

13. **PROTESTS/OBJECTIONS:** Prior to the opening of bids, a bidder shall be allowed to change or withdraw his bid as provided above. In the event of objections or protests before or after opening of bids, contentions shall be addressed in the following manner:

The Presiding Officer shall attempt to satisfy the objection or protest.

or

Obtain complete information with regard to the protest/objection and proceed with the bid opening under protest, for later disposition by proper authority.

or

Rule the objection as informality and proceed with the bid opening and refer the results to Redevelopment Director.

or

Postpone the bid opening to a later date to allow sufficient time for the objection to be reconciled;

or

Declare the bid opening invalid and reject all bids.

14. **AWARD OF CONTRACT:** If the Owner elects to award a Contract based on bids received, the Contract will be awarded to the responsible, responsive bidder submitting the lowest proposal taking into consideration standards of quality, performance and the contract time specified in the proposal documents.

- The award shall be made as soon as practicable after the receipt of proposals as provided elsewhere in these Instructions. **The contract terms shall be for 1 year with an option to renew for an additional 1-year period.**
- Should the successful bidder fail to execute an agreement within 10 days, the contract may be offered to the responsible, responsive bidder submitting the next lowest proposal, at the Owner's discretion.
- The award may be made to other than the lowest bidder under the following conditions: Failure of the apparent low bidder to provide required qualification statements listed below; the apparent low bid is deemed unreasonably low; determination by virtue of qualification statements that the apparent low bidder is not the lowest responsible, responsive bidder.

15. **BIDDER QUALIFICATION:** Before awarding a contract, the Owner reserves the right to require the apparent low bidder to qualify himself to be the responsible bidder by furnishing such relevant information, which may include any or all the following:

- Permanent name, address, and telephone of place of business.
- Length of time the organization has been in business under its present name and trade, and the number of regular employees with proper qualifications for the required work.
- **Financial statement** indicating assets and liabilities of the organization, immediately of the date of bid receipt or other financial information satisfactory to the Owner, upon request.
- Proof of satisfactory performance of projects of similar scope, requiring specialized skills, and experience and workmanship standards required for the work specified.
- List of names and license numbers of organization members or employees who hold trade or professional licenses or credentials.
- The name and home office address of the Surety proposed, and identification of its authorized agent licensed in North Carolina.
- List of principal materials and identification of suppliers and sub-contractors entering the proposed contract work.
- **Any other information the Owner may deem relevant** to the bidder's qualifications for the performance of the work required by the terms of the Contract Documents.

Such a list shall be subject to approval or rejection by the Owner and Designer in accordance with provisions of General and Supplementary Conditions of the Contract.

Should the Owner adjudge that the apparent low bidder is not the lowest **responsible bidder** by virtue of the above qualifications, which bidder will be so notified, and his bid security shall be returned to him without prejudice.

16. **NOTIFICATION OF AWARD:** The Owner will notify the successful bidder in Writing that his bid has been accepted and of the intent to award the contract, which shall constitute the Notice of Award.

The Notice of Award, if an award is made, will be issued within forty-five days (45) after the receiving of bids, except that the Owner reserves the right to request from the successful Bidder an extension of the decision to award the contract for such a reasonable time beyond the stated 45 days as may be mutually agreeable to both parties.

17. **EXECUTION OF CONTRACT:** Following the issuance of the Notice of Award and approval of the Materials and Sub-Contractor List, two (2) counterparts of the prepared Contract Documents will be sent to the successful Bidder for execution.

The Bidder shall promptly execute all counterparts of the contract and return them, together with the specified Bonds and Insurance Certificates and Power of Attorney attached to each counterpart, to the Designer for review within ten (10) days.

As soon as practicable after receiving the executed, verified documents, the Owner shall complete the execution of the Contract and return to the Contractor his counterpart of the Documents.

Should the successful bidder fail to execute an agreement, the contract may be offered to the responsible bidder submitting the next lowest proposal, at the Owner's discretion.

The official Contract Forms, Bond Forms, Insurance Forms, and related documents are included in the Project Manual.

END SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

HUD WAGE DETERMINATION

THE PRIMARY CONTRACTOR AND HIS SUB-CONTRACTORS ARE REQUIRED TO PAY MINIMUM RATES OF PAY IN ACCORDANCE WITH PARAGRAPHS 39 AND 40 OF THE GENERAL CONDITIONS AS ESTABLISHED BY THE U.S. DEPARTMENT OF LABOR.

A COPY OF THE APPLICABLE MINIMUM RATES OF PAY IS REQUIRED TO BE POSTED AT THE JOB SITE UNTIL PROJECT COMPLETION.

Maintenance Wage Rate Determination	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (04/2005)
Agency Name: Wilmington Housing Authority New Hanover County	LR 2000 Agency ID No: NC097A	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	Effective Date: October 1, 2022	Expiration Date: September 30, 2024
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p> <p>Elisa Oliver, LRS 10/01/2022</p> <p>_____ HUD Labor Relations (Name, Title, Signature) Date</p>		
WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

Maintenance Supervisor	\$20.51	\$12.31
Maintenance Technician	\$17.50	\$13.14
Maintenance Janitor	\$15.00	\$13.60
Contracted Maintenance		
Painter	\$14.31	*Rates based on North Carolina Occupational Employment and Wages survey data for New Hanover County, 2022
Abestos Abatement	\$22.00	
HVAC	\$18.04	
Elevator Mechanic	\$17.33	
Unit Turnaround (Except Painting)	\$11.69	
Electrician	\$19.45	
Pipelayer	\$16.57	
Plumber, Pipefitter	\$17.84	
Roofer	\$14.36	
Sheet Metal Worker	\$15.62	
Tree Trimmer and Pruner	\$14.51	
Brickmason and Blockmason	\$17.84	
Carpenter	\$15.33	
Carpet Installer	\$13.98	
Floor Installer, Except Carpet, Wood and Hard Tiles	\$14.35	
Tile and Marble Setter	\$13.77	
Cement Mason and Concrete Finisher	\$15.20	
Drywall and Ceiling Tile Installer	\$14.64	
Glazier	\$14.65	
Fence Erector	\$13.86	

FORM OF PROPOSAL FOR: General Non-Construction Contract
SOLICITATION No; RFY24.04 October 23, 2024

PROJECT: RE-BID PEST CONTROL SERVICE AUTHORITY-WIDE INCLD. GLOVER PLAZA
Housing Authority OF THE CITY OF ID Code: NC001
Wilmington North Carolina

SUBMITTED TO: Chauntrell Burns, Sr. Vice President of Procurement
Procurement Department
Wilmington Housing Authority
1524 South 16th Street
Wilmington NC 28401

SUBMITTED BY: Bidder's Company Name: _____

Name: _____

Address: _____

Licensee Name: _____

E-mail Address: _____

License No.: _____

TELEPHONE: _____

FAX NO.: _____

See attached chart for price quotations

SITE/Units	First Treatment	Monthly Treatments Year 1	Monthly Treatments Year 2
Houston Moore* (150)			
Hillcrest* (256)			
Creekwood South* (198)			
Solomon Tower* (151)			
Rankin Terrace* (77)			
Vesta Village* (43)			
Woodbridge (24)			
Jervay House* (8)			
Jervay Single Family (7)			
Glover Plaza* (75)			
Central Office*			
Eastbrook (32)			
Dawson Loft Apt. (24)			
Southside 1 (1)			
Pearce House (8)			
The Pointe (48)			
Robert Taylor (96)			
TOTAL			

Monthly cost to treat each additional 1,000 square feet added to the WHA portfolio in future years \$ _____

*Includes all non-residential space (offices, community rooms, Laundromats, etc.)

\$ _____ Annual Lump sum firm-fixed rate

If a person other than an Owner, Partner, or Officer of a firm holds the Contractor's license, and then the Licensee shall also sign and be a party to the proposal. The title "Licensee" shall be indicated under such signature.

In compliance with the request for proposals issued by the Wilmington Housing Authority, the undersigned as Bidder hereby proposes to furnish all labor and materials, equipment, operations and incidentals, and to perform all work for the complete execution of the construction entering into the GENERAL CONTRACT for the PEST CONTROL SERVICE Wilmington, North Carolina, in strict accordance with Plans (if applicable), Specifications, Contract Documents, applicable codes and regulations to the full and entire satisfaction of the Owner for the consideration of the following amount:

TIME OF COMPLETION shall be as specified in the Supplementary General Conditions, Supplement Clause 25, and Contract Period.

The Undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal, as principal or principals, is or are named herein, and that no other party or parties than those herein identified have any interest in this proposal or in the contract which may be entered into as a result of acceptance of this proposal; and that this proposal is made without connection with any person, company, corporation or parties making a bid or proposal; and that this proposal is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the Site of the Work and informed himself fully with all conditions pertaining to the place where the Work is to be performed; that he has examined the Drawings, Specifications and Instructions for the Work and the Contract Documents relative thereto, and has read all special provisions furnished prior to the Opening of Bids; and that he fully understands and has made every provision to operate under the conditions relative to the Work required by the Contract Documents.

The undersigned further states that he is a duly licensed contractor in the State of North Carolina under applicable statutes governing his trade, and that all fees, licenses, permits, and charges pertinent to the submission of this Bid have been paid in full.

If written notice of the acceptance of this Bid is delivered to the undersigned within forty five (45) days after the date of Opening of the Bids, or any time thereafter before the specified time for

retention of the Bids expires, the undersigned will, within ten (10) days after the date of such notice, execute and deliver a contract in the Form of Contract bound in with the Specifications, and provide Performance and Payment Bonds and Certificates of Insurance in accordance with the requirements prescribed in the Supplementary General Conditions.

The undersigned further agrees that in the case of failure on his part to execute the said Contract, Bonds and required Certificates of Insurance within ten (10) consecutive calendar days after written notice being given of the Award of the Contract, the submitted proposal shall be disqualified, and the Bid Security in the form of cash, certified check or bid bond shall be paid into the funds of the Owner's account set aside for the project as liquidated damages for such failure, and a contract may be offered to the bidder submitting the next lowest proposal at the discretion of the Owner; otherwise the Bid Security accompanying this proposal shall be returned to the undersigned.

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order of the Owner and to fully complete all work required by the Contract within the consecutive calendar days stated in this proposal, from and including said date. For each day in excess, applicable liquidated damages shall be assessed as stipulated in Supplementary General Conditions.

In submitting this bid, it is understood that the Owner reserves the unqualified right to reject any and all proposals, and to waive informalities or irregularities in the bids.

Respectfully submitted this _____ day of _____, 2024

Witness:

Firm or Corporation making bid

(Partnership/Proprietorship)

By:

Attest:

Title:

(Owner, Partner, or Corp.
Pres. or Vice-Pres. Only)

(Corp. Sec. or Asst. Sec. Only)

Address:

(Corporate Seal)

License No.:

Licensee No.: _____

The Bidder declares that he has received, reviewed, and complied with all instructions issued in the following addenda:

Addenda Received and Considered in Preparing the Bid: (Initial as appropriate)

Addendum No. _____ Date _____ Initial _____

Addendum No. _____ Date _____ Initial _____

Addendum No. _____ Date _____ Initial _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned,

(Name of Principal)

as PRINCIPAL, and _____
(Name of Surety)

as SURETY, are held and firmly bound to the Housing Authority of the City of Wilmington, NC, P. O. Box 899, or 1524 South 16th Street, Wilmington, NC hereunder called the "Local Authority", in the penal sum of

_____ Dollars,

lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, whereas, the principal has submitted the accompanying bid, dated _____, 2024, for

**CONTRACT No.: RFY24.04
RE- BID PEST CONTROL SERVICE AUTHORITY-WIDE
INCLUD'G GLOVER PLAZA
WILMINGTON, NC 28401**

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with Local Authority in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified,

if the Principal shall pay the Local Authority the difference between the amount specified in said bid and the amount of which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this _____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Individual Principal) (SEAL)

(Business Address) (SEAL)

(Individual Principal) (SEAL)

(Business Address) (SEAL)

ATTEST:

(Secretary or Treasurer) (President or Vice-President)

(Business Address)

By: _____
(Affix Corporate Seal)

ATTEST:

(Corporate Surety)

By: _____
(Affix Corporate Seal)

Power-of-Attorney for person signing for Surety Company must be attached to bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said Corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

PROJECT COMPLETION REFERENCE FORM
RE-BID PEST CONTROL SERVICES

Company _____

Address _____

City, ST, Zip _____

Fax/Phone/Email _____

Contact Name/Title _____

Type of Engagement _____

Company _____

Address _____

City, ST, Zip _____

Fax/Phone/Email _____

Contact Name/Title _____

Type of Engagement _____

Company _____

Address _____

City, ST, Zip _____

Fax/Phone/Email _____

Contact Name/Title _____

Type of Engagement _____

NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER
(To be completed for all Contract Work exceeding \$49,000)

PROJECT: RE-BID PEST CONTROL SERVICE AUTHORITY-WIDE
SOLICITATION NO. RFY24.04

Housing Authority of the
City of Wilmington North Carolina
P.O. Box 899
Wilmington, NC 28402

State of _____

County of _____

_____, being first

duly sworn, deposes and says: That he is

(a Partner or Officer of the Firm of, etc.)

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

(Signature of Bidder if Bidder is an Individual)

(Signature of Partner if Bidder is a Partnership)

(SEAL)

(Signature of Officer, if Bidder is a corporation)

NOTARY

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

My Commission expires: _____

CONTRACTOR'S Section 3 COMPLIANCE CERTIFICATION

The undersigned makes this certification with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury, I hereby state:

1. I am the _____ of _____, (Owner, Partner, Officer, Representative, Agent) the Bidder that has submitted the attached Bid; and

2. My company adheres to Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u which requires, to the greatest extent feasible, that a "good faith effort" is given to identifying small businesses located within the boundaries of the Section 3 service area, making them aware of contracting opportunities, encouraging their participation, and actually awarding contracts to Section 3 business concerns.

3. Efforts will be made to undertake outreach activities intended to encourage participation by Section 3 residents in training and employment opportunities, to include but not limited to:

A. Advertising in local media;

B. Distributing flyers on training and job opportunities to public housing sites and posting flyers in common areas;

C. Informing labor organizations and private job training agencies of potential jobs and contract opportunities;

D. Participation in job information meetings and workshops to help Section 3 residents' complete applications and learn interviewing techniques.

Signature of Authorized Certifying Official: _____

Title: _____ Date: _____

Company

Name: _____

SECTION 3 DEFINITIONS:

A. Section 3 Resident:

A public housing resident **or** a low- or very low-income person who resides in the Wilmington Metropolitan Statistical Area (MSA) in which Section 3 covered assistance is expended. Wilmington MSA consists of New Hanover and Brunswick Counties.

B. Section 3 Business Concern:

A business concern that is:

1. Fifty one percent (51%) or more owned by Section 3 residents; **or**
2. Whose permanent, full-time employees include persons, at least thirty percent (30%) of whom are currently Section 3 residents, or were Section 3 residents within three years of the date of first employment with the business concern: **or**
3. That provides evidence of a commitment to subcontract in excess of twenty five percent (25%) of the total bid/proposal price awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 in this definition of a Section 3 business concern.

C. Section 3 Covered Assistance:

1. Public and Indian housing development assistance provided pursuant to Section 5 of the 1937 Act;
2. Public and Indian housing operating assistance provided pursuant to Section 9 of the 1937 Act;
3. Public and Indian housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
4. Assistance provided under any HUD housing or community development program. Assistance expended for housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement), housing construction or other public construction projects.

D. Section 3 Covered Contract:

A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e. the installation of the furnace) and is thereby covered by Section 3.

II. ORDER OF PROVIDING PREFERENCES

A. Section 3 Residents

Efforts shall be directed to providing training and employment opportunities to Section 3 residents in the following order of priority:

1. Residents of the Wilmington Housing Authority development or developments for which the Section 3 covered assistance is expended (category 1 residents).
2. Residents of other Wilmington Housing Authority developments managed by the Wilmington Housing Authority (category 2 residents).
3. Participants in HUD Youthbuild programs being carried out in the Wilmington MSA (category 3 residents).
4. Other Section 3 residents of New Hanover County (category 4 residents).
5. Other Section 3 residents of Brunswick County (category 5 residents).

A Section 3 resident seeking employment provided by this part shall certify, in a form suitable to the Wilmington Housing Authority, that they are a Section 3 resident as defined in paragraph I.A. of this document.

B. Section 3 Business Concerns

Efforts shall be directed to award contracts to Section 3 business concerns in the following order of priority.

1. Business concerns that are fifty one percent (51%) or more owned by residents of the Wilmington Housing Authority developments for which the Section 3 covered assistance is expended, or whose full-time, permanent work force includes thirty percent (30%) of these persons as employees (category 1 business);
2. Business concerns that are fifty one percent (51%) or more owned by residents of other Wilmington Housing Authority developments where Section 3 covered assistance is expended, or whose full-time, permanent work force includes thirty percent (30%) of these persons as employees (category 2 business);
3. *HUD Youthbuild programs being carried out in the MSA in which the Section 3 covered assistance is expended (category 3 business); and*
4. Business concerns that are fifty one percent (51%) or more owned by Section 3 residents or whose permanent, full-time work force includes no less than thirty percent (30%) Section 3 residents, or that subcontract in excess of twenty five percent (25%) of the total amount of subcontracts to business concerns identified in paragraphs (1) and (2) of this section. (Category 4 business).

A business concern seeking to qualify for a Section 3 contracting preference shall certify, in a form suitable to Wilmington Housing Authority, that the business concern is a Section 3 concern as defined in paragraph I.B. of this document.

III. SECTION 3 GOALS

Employment Opportunities

Thirty percent (30%) of the aggregate number of new hires for the one-year period beginning in FY 1997 (October 1, 1996, through September 30, 1997), and **continuing each year thereafter.**

Contracting Goals

At least ten percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work, for maintenance, repair, modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and At least three percent (3%) of the total dollar amount of all other Section 3 covered contracts.

Good Faith Effort

Each contractor and subcontractor seeking to establish that a good faith effort, as required by Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, has been made to fill all training positions with lower income area residents; and fill all employment positions identified during this project, and shall attempt to recruit from the appropriate areas, the necessary number of lower income residents through local advertising media, signs placed at the proposed site, and community organizations, and public and private institutions operating within or serving the service area.

End of Section 3 Definition

SAMPLE Contract for Service
(Contract No.:_____)

This **Contract for** _____(the "Contract") made this the _____ day of _____, _____ by and between the HOUSING AUTHORITY OF THE CITY OF WILMINGTON, NORTH CAROLINA (the "Authority"), whose address is 1524 S. 16th Street, Wilmington, North Carolina and _____("Contractor") whose address is _____.

Recitals

WHEREAS, the Authority is a public body and body corporate and politic organized under the laws of the State of North Carolina;

WHEREAS, the Authority has selected the Contractor to perform the services describe in this Contract in accordance with the Authority's procurement policy;

WHEREAS, the Contractor has the knowledge and experience required to fully perform the scope of work herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good valuable consideration hereby acknowledged, the parties hereto agree as follows:

Section 1. Contract Performance

The Contractor shall perform all tasks set forth in the "Statement of Work" attached as contractor agreement.

Section 2. Statement of Work

The Contractor shall furnish all labor, material, tools, equipment, transportation, supervision and related services to perform and complete all work required under this Contract. All work shall be in strict conformance with the Contract.

In its performance of the work under the Contract, the Contractor shall perform all work in a prompt and efficient manner, as well as use its best efforts to minimize disturbance to residents at the Authority's premises.

Section 3. Changes

The Authority may at any time, by written order, and without notice to the sureties, if any, make changes within the scope of the Contract (including the Scope of Work and Project Manual in the services to be performed or supplies to be delivered by the Contractor.

If any such change causes an increase or decrease in the hourly rate or the time required for performance of any part of the work under the Contract, or otherwise affects the conditions under which the Contract shall be performed by the Contractor, the Authority shall make an equitable adjustment in the hourly rate, the delivery schedule, or other affected terms, and shall modify the Contract accordingly.

The Contractor must assert its right to an equitable adjustment under this Section within thirty (30) days from the date of receipt of the written order for change. However, if the Authority decides that the facts justify it, the Authority may receive and act upon a proposal submitted before final payment of the contract.

Failure to agree to any adjustment shall be a dispute which shall be resolved under Section 18. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

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 Authority.

If the contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of the contract, the contractor shall pay to the Housing Authority of the City of Wilmington, North Carolina liquidated damages in the sum of **\$50.00** per day for each day of delay within the Contractor's control

Disputes: Failure to complete the project, or any part thereof, on a specified date or dates shall not form a basis for a contractor claim for extra fee extra compensation. No claims by a contractor for extra compensation or adjustments will be allowed on account of deletions of work items or delay or failure of others to complete work.

Default: If the Housing of the City of Wilmington, North Carolina deems it inexpedient to require the Contractor to correct work injured or not done in accordance with the contract, an equitable deduction from the contract price shall be made by agreement between the contractor and the Housing Authority of the City of Wilmington, North Carolina subject to prior approval of HUD and subject to settlement in case of dispute, as herein provided.

Section 4. Contract Price

Prices for the Contract shall be as follows:

Section 5. Contract Term

The Contract shall commence _____ and end on _____ with an option exercisable by the Authority to extend the contract for _____

one (1) additional year period, unless terminated sooner by either party in accordance with the provisions of the Contract. Contractor will be notified by letter if an extension is granted.

After the Contract has been executed by the Authority and delivered to the Contractor, the Contractor shall deliver a fully executed original of the Contract to the Authority no later than five (5) days after delivery by the Authority. If the fully executed original Contract is not delivered to the Authority within the time specified above, the Authority may in its discretion cancel the award and nullify the Contract.

Section 6. Insurance Requirements

Before work begins, the Contractor shall procure from a reputable insurance company authorized to do business in the State of North Carolina the following insurance policies that provide (at a minimum) the following coverage:

- A. **Commercial General Liability** - \$1,000,000 per occurrence combined single limit with a \$2,000,000 annual aggregate for bodily injury liability and property damage liability, including premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and commercial umbrella coverage, and a contractual liability endorsement.
- B. **Commercial Auto Policy** - \$1,000,000 each occurrence combined for bodily injury liability and property damage liability, including owned vehicles, hired and non-owned vehicles, and employee non-ownership.
- C. **Worker's Compensation and Employers' Liability** – coverage for all employees to the statutory limits in compliance with state and federal law; employer's liability of \$500,000 each accident; \$500,000 bodily injury by disease each employee; \$500,000 bodily injury by disease policy limit.
- D. **Errors & Omissions** \$1,000,000.00 each occurrence.

The Authority shall be named as an additional insured on the contractor's commercial general liability and business auto liability. Current, valid insurance meeting the requirements shall be maintained during the entire duration of the Contract. Renewal certificates shall be sent to the Authority thirty (30) days prior to any expiration date. The Authority shall be provided written notification in the event of cancellation or modification by either Contractor or Contractor's insurer of any coverage required under the Contract no less than thirty (30) days prior to such cancellation or modification.

The Contractor shall furnish the Authority with a Certificate(s) of Insurance evidencing the coverage required hereunder. It shall be unacceptable for any Certificate of Insurance to contain

language or wording to the effect that the insurer shall have no liability for failure to provide the prior notices required hereunder.

It shall be the responsibility of the Contractor to ensure that any agreements between Contractor and sub-contractors contain the same insurance requirements as set forth in the Contract.

Section 7. Payment and Performance Bonds Requirements, if applicable.

The Contractor shall provide to the Authority payment and performance bonds naming the Authority as a dual obligee in an amount not less than the full value of the Contract. The Contractor shall not have done or permitted anything to be done that would affect the coverage of any performance or labor and material payment bonds required by the terms of the Contract and, upon demand of the Authority, the Contractor shall have obtained a written statement from the bonding company or companies assuring that such coverage continues in full force and effect.

Section 8. Billing and Payment

The Contractor shall submit an original copy of each invoice containing contract number, location, and signature of property manager to ensure all work has been performed as requested, to the Authority at P.O. Box 899, Attn: Finance Department. The Authority shall pay the Contractor within 30 calendar days following receipt of an acceptable invoice.

The Authority is not responsible for any equipment on site.

Section 9. License

During the term of the Contract, the Contractor shall maintain the proper license(s) under applicable state and local laws as required by the Authority, to perform all work under the Contract.

Section 10. Termination for Convenience

The Authority may terminate the Contract, in whole or in part, for the Authority's convenience. The Authority 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: (a) immediately discontinue all services affected (unless the notice directs otherwise); and (b) deliver to the Authority all information, reports, papers, and other materials accumulated or generated in performing the Contract, whether completed or in process.

Upon termination for the convenience by the Authority, the Authority shall be liable to the Contractor for reasonable and proper costs resulting from such termination (and upon the receipt by the Authority of a properly presented claim setting out in detail) including: (i) the total cost of the work performed to date of termination; (ii) the cost of settling and paying claims

under subcontracts and material orders for any work performed and materials and supplies delivered to the site, payment for which has not been made by the Authority to the Contractor; (iii) the cost of preserving and protecting the work already performed (provided that such work was approved by the Authority), until the Authority or a party designated by the Authority takes possession thereof or assumes responsibility therefore.

Section 11. Termination for Cause

The Authority may terminate the Contract, in whole or in part, for cause. "Cause" shall include, but not be limited to: (a) failure of the Contractor to fulfill its obligations under the Contract; (b) falsification by any officer, employee or agent of the Contractor of any document or information submitted by the Contractor past or present in connection with the subject matter of the Contract; (c) Contractor's bankruptcy, insolvency, assignment for the benefit of creditors, marshaling of assets, or other such events; or (d) occurrences reasonably justifying the Authority's opinion that the Contractor is about to become unable to meet its obligations under the Contract.

The Authority shall terminate the Contractor for cause 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 Authority all information, reports, papers, and other materials accumulated or generated in performing the Contract, whether completed or in process.

If the termination is for cause, the Authority may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the Authority, any work as described in Subsection 11. (ii) above, and compensation be determined in accordance with the provisions set forth in Section 3 above; (2) 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 Authority; and/or (3) 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 Authority by the Contractor.

Section 12. Reports and Records

The Contractor shall provide all reports pertaining to its performance of the Contract reasonably required by the Authority.

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

Section 13. Assignment

The Contractor shall not assign or otherwise transfer any of its obligations or interest under the Contract without the prior written consent of the Authority.

Section 14. Equal Opportunity

The Contractor shall comply with the provisions of any federal, state, or local laws prohibiting discrimination on the grounds of race, color, sex, age, creed, national origin, marital status, or handicap, including Title VI of the Civil Rights Act of 1964 (Public Law 88352, 78 Stat. 241), Title VII of the Civil Rights Act of 1968 and Section 504 of the Rehabilitation Act of 1973.

Section 15. Authority's Waiver of Claim

In the event of the suspension or termination of the Contract, the Contractor shall remit to the Authority any unexpended balance of payments made by the Authority under this Agreement. The Authority's acceptance of the Contract remittance shall not constitute a waiver of any claim that the Authority might have against the Contractor.

Section 16. Indemnification

The Contractor shall protect, defend, indemnify and hold the Authority, its commissioners, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of the Contract and/or the performance hereunder that are due to the omission, negligence or action of the Contractor, its officers, employees, or agents. The Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

Section 17. Third Party Relationships

The Contract shall not be construed to create any relationship of third-party beneficiary involving the Authority. The Contractor shall include in all contracts, subcontracts, or other agreements with other parties relating to the Contract an acknowledgment by those parties that this Contract does not create any relationship of third-party beneficiary.

Section 18. Dispute Resolution

All disputes arising under or relating to the Contract in connection with the Contractor's claims, except for disputes arising under provisions contained in Section II of the General Conditions for Non-Construction (Form HUD-5370-C) which is attached to the Contract as Exhibit E, including

any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this Section.

All claims by the Contractor shall be made in writing and submitted to the Authority. A claim by the Authority against the Contractor shall be subject to a written decision by the Authority. The Authority shall, with reasonable promptness, but in no event in no more than sixty (60) days, render a decision concerning any claim hereunder. Unless the Contractor, within thirty (30) days after receipt of the Authority's decision, shall notify the Authority in writing that it takes exception to such decision, the decision shall be final and conclusive.

Provided the Contractor has (i) given the notice within the time stated above, (ii) excepted its claim relating to such decision from the final release; and (iii) brought suit against the Authority not later than one (1) year after receipt of final payment, or if final payment has not been made, not later than one (1) year after the Contractor has had a reasonable time to respond to a written request by the Authority that it submit a final voucher and release, whichever is earlier, then the Authority 's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

The Contractor shall proceed diligently with performance of the Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the Contract, and comply with any decision of the Authority.

Section 19. Notices, Demands, Approvals and Verifications.

All notices required to be given hereunder shall be in writing and shall be deemed served at the earlier of (i) receipt; (ii) the business day following deposit with a naturally recognized overnight courier service, postage prepaid for overnight delivery and addressed to the parties at their applicable addresses; or (iii) four (4) business days after deposit in registered, certified or first-class United States mail, postage pre-paid, return receipt requested and addressed to the parties at their applicable addresses. For purposes of notice, the following addresses, or such other addresses as may from time to time be designated by written notice given as herein required shall be the parties' applicable addresses:

The Contractor:

The Authority:

Housing Authority of the City of Wilmington, North Carolina
1524 South 16 Street
Wilmington, NC 28402
Attention: CEO

Section 20. Section 3

The work performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1986, 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 person, particularly persons who are recipients of HUD assistance for housing.

The parties agree to comply with HUD regulations in 24 CFR part 135 which implement Section 3. As evidenced by its execution of the Contract, the Contractor certifies that it is under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Section 21. Independent Contractor

The Contractor agrees that it is an independent contractor, and this Agreement shall not be construed as establishing a joint venture, partnership, or, any principal-agent relationship between the Authority and the Contractor. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation and any claims arising there from.

Section 22. Compliance with Laws

The Contractor shall comply with all laws, ordinances, rules and regulations pertaining to performance of work under or in connection with the Contract, and shall hold the Authority harmless against any fine, penalty, or damage for any actual negligent failure on the part of the Contractor to comply therewith.

Section 23. Entire Agreement

The Contract constitutes the entire agreement between the Authority and the Contractor and supersedes all prior oral and written agreements, if any, between the part

Section 24. Contract Documents

The Contract shall consist of the following components which are incorporated herein by reference:

- A. The Contractor's Price Proposals Dated _____
- B. Instructions to Bidders for Contract (Form HUD-5369) (Exhibit B)
- C. Representations, Certifications and Other Statements of Bidders (Form HUD-5369-C) (Exhibit C)
- D. Certification Regarding Debarment and Suspension (Form HUD-2992) (Exhibit D)
- E. Equal Employment Opportunity Certification (Form HUD-92010) (Exhibit E)
- F. Section 3 Compliance Certification (Exhibit F)
- G. General Conditions for Non-Construction (Form HUD-5370-C) (Exhibit G)

IN WITNESS WHEREOF, the parties thereto have caused this instrument to be executed in TWO (2) original counterparts as of the day and the year first above written.

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF WILMINGTON, NORTH CAROLINA

By: _____

Tyrone Garrett, CEO/ Contracting Officer

Date: _____

CONTRACTOR:

By: _____

Name:

Title:

Date: _____

TP19-001;
Pest Control for
WHA

1.0 SCOPE OF WORK (SOW); TECHNICAL SPECIFICATIONS (T/S):

1.0.1 COVERED PESTS

1.0.1.1 The Contractor shall adequately suppress the following pests:

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

1.0.1.1 The Contractor shall notify WHA if it notices unusual levels of the following pests. Contractor is not responsible for their control unless WHA and Contractor agree in writing. If any of these situations require changes it will be addressed by WHA's standard change order process.

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

1.0.1.2 Special Services: Contractor shall provide the following services on an as needed basis:

- A. Bird Deterrent Services: Contractor shall use Bird-B-Gone Stainless Steel Spikes or equal to prevent the landing and nesting of birds upon ledges, porches, and other surfaces. Price includes product and installation. Contractor shall clean the area before installing the bird deterrent.
- B. Bat Removal Services: Contractor shall properly remove all bats, in a lawful manner, and all the entry points through which they can enter a building must be completely sealed. The droppings shall be cleaned, fully removed, and the area decontaminated.

C. Rodent Treatment. Treatment for rodents will include both exterior and interior work. Exterior work will include, but is not limited to, sealing holes on the exterior of a structure such as:

1. Exterior bait boxes- weekly follow up, tamper-proof/locked.
2. Gas and water lines entering a building, conduit penetrations.
3. Holes large enough for a mouse to enter the structure and baiting of crawl spaces of buildings with rodent activity.
4. Interior work will focus on interior trapping through the utilization of snap traps and/or glue boards in each unit having activity. This work shall include up to three follows up visits to check traps, reset them and monitor activity. Snap traps must be placed out of the reach of pets and children.

D. Stinging Insects Removal and/or Eradication: Contractor shall be able to remove and or relocate honeybees if possible or if aggressive and removal/relocation is not feasible then eradicate.

1.0.2 SPECIFIC INSTRUCTIONS

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

1.0.2.2 WHA seeks a Contractor who will provide pest control services for each of the ten elements. Contractor must provide services in a manner that demonstrates sensitivity to the fact that WHA properties are primarily residential in nature and puts the needs of the residents as the foremost priority. Contractor's personnel shall be courteous and respectful of WHA staff and residents. Contractor and all employees are to adhere to WHA smoke free policy while on site.

1.0.2.3 The HUD IPM Program elements with the Contractor’s requirements are:

HUD IPM Program Elements	Contractor Must Provide the Following Services:
<p>1. Communicate Policies Communicate Authority’s Integrated Pest Management (IPM) policies and procedures to:</p> <ul style="list-style-type: none"> - All building occupants. - Administrative staff. - Maintenance personnel. <p>and</p> <ul style="list-style-type: none"> - Contractors 	<p>Contractor shall:</p> <ul style="list-style-type: none"> - Provide technical assistance in an ongoing effort to improve its policies and procedures; and - Reinforce efforts to communicate Integrated Pest Management (IPM) policies and procedures as the opportunity arises.
<p>2. Identify Problems Identify</p> <ul style="list-style-type: none"> - Pests; and - Environmental conditions that limit the spread of pests. 	<p>Contractor shall identify pests and environmental conditions that limit the spread of pests</p>
<p>3. Monitor and Track Establish an ongoing monitoring and record keeping system for:</p> <ul style="list-style-type: none"> - Regular sampling and assessment of pests. - Surveillance techniques. - Remedial actions taken. <p>and</p> <ul style="list-style-type: none"> - Assessment of program effectiveness. 	<p>Contractor shall:</p> <ul style="list-style-type: none"> - Establish an ongoing monitoring and record keeping process. - Obtain signature of property manager on tracking results; and - Submit results in electronic format
<p>4. Set Thresholds for Action Determine, with involvement of residents:</p> <ul style="list-style-type: none"> - Pest population levels – by species – that will be tolerated; and - Thresholds at which pest populations warrant action 	<p>WHA has determined that it will not tolerate cockroaches and rodents on its properties due to the health threats posed by these pests and the disruption to the resident comfort. It will not tolerate bedbugs either.</p>

	The Contractor shall provide technical assistance in setting thresholds for other pests.
<p>5. Improve Non-Pesticide Methods</p> <p>Improve:</p> <ul style="list-style-type: none"> - Mechanical pest management methods; - Sanitation; - Waste management; and - Natural control agents <p>Have been carefully selected as appropriate in light of allergies or cultural preferences of staff or residents.</p>	<p>Contractor shall:</p> <ul style="list-style-type: none"> - Identify methods to improve non-pesticide methods; and - Assess the effectiveness of these methods; - Make recommendations to improve the methods based on the assessment.
<p>6. Prevent Pest Entry and Movement</p> <ul style="list-style-type: none"> - Monitor and maintain structures and grounds including: <ul style="list-style-type: none"> o Sealing cracks; o Eliminating moisture intrusion and accumulation. - Add physical barriers to pest entry and movement. 	<p>Contractor shall report any problems with this effort and provide technical assistance as needed.</p>
<p>7. Educate Residents and Update Leases</p> <ul style="list-style-type: none"> - Develop an outreach/educational program. - Ensure that leases reflect residents' responsibilities for: <ul style="list-style-type: none"> o Proper housekeeping o Reporting presence of pests, leaks, and mold 	<p>Contractor shall provide residents with educational materials on IPM and specific pests.</p>
<p>8. Enforce Lease</p> <p>Enforce lease provisions regarding resident responsibilities such as:</p>	<p>Contractor shall identify in writing residents who are not complying with the lease</p>

<ul style="list-style-type: none"> - Housekeeping - Sanitation - Trash removal and storage. 	<p>provisions regarding housekeeping, sanitation, trash removal, trash storage and have failed to adequately prepare unit for the extermination process.</p>
<p>9. Use Pesticides Only When Necessary</p> <p>Use pesticides only when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment, and, as appropriate, notifying WHA management before application.</p>	<p>Contractor shall:</p> <ul style="list-style-type: none"> - Use pesticides only when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment, and, as appropriate, notifying property management before application. - Provide copy of pesticide label to property manager.
<p>10. Post Signs</p> <p>Provide and post 'Pesticide Use Notification' signs or other warnings.</p>	<p>Contractor shall provide and post 'Pesticide Use Notification' signs or other warnings in coordination with building management.</p>

1.0.2.4 Contractor must follow IPM Pest Control Service Guidelines described below except where Management and Contractor specifically identify situations where it follows alternative Guidelines.

USE OF PESTICIDES

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

- A. Approved Products: The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the Contract Manager.

- B. Pesticide Storage: The Contractor shall not store any pesticide product in the buildings specified in this contract.

- C. Application by Need: Pesticide application shall be according to need and not by schedule. As a general rule, application of

pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area. Requests for preventive pesticide treatments in areas where surveillance indicates a potential insect or rodent infestation will be evaluated by the Contract Manager on a case-by-case basis. Written approval must be granted by the Contract Manager prior to any preventive pesticide application.

D. Minimization of Risk: When pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

INSECT CONTROL

A. Emphasis on Non-Pesticide Methods: The Contractor in conjunction with WHA will determine the best approach to address infestation issues in the units. The Contractor must be prepared to employ any of the following non-pesticide methods of control when requested. For example:

1. HEPA Filter Vacuums shall be the standard method for initial cleanouts.
2. Trapping devices rather than pesticide sprays shall be the standard method for indoor fly control.

B. Application of Insecticides to Cracks and Crevices: As a general rule, the Contractor shall apply all insecticides as "Crack and crevice" treatments as determined by the label, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process.

C. Application of Insecticides to Exposed Surfaces or as Space Sprays: Application of insecticides to exposed surfaces or as space sprays ("U.L.V.", ultra-low volume application) shall be restricted to exceptional circumstances where no alternative measures are practical. The Contractor shall obtain approval of the Contract Manager prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while tenant personnel are present. The Contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to

ensure the containment of the pesticide to the site of application.

D. Insecticide Bait Formulations: Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.

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

RODENT CONTROL

A. Indoor Trapping: As a general rule, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the Contract Manager. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

B. Use of Rodenticides: In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval of the Contract Manager prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

C. Use of Bait Boxes: All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:

1. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
2. The lids of all bait boxes shall be securely locked or fastened shut.

3. All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.

4. Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.

5. All bait boxes shall be labeled on the inside with the Contractor's business name and address, and dated by the Contractor's technician at the time of installation and each servicing.

1.0.2.5 Contractor shall submit with its proposal the IPM Plan. If aspects of the IPM Plan (or any revisions) are incomplete or unacceptable, Contractor will have five (5) days to submit a revision after notification.

1.0.3 ACCESS TO PROPERTY. WHA will provide Contractor with access to the unit(s) as required. The Contractor and their staff must obtain a picture ID badge from WHA to service this account.

1.0.4 CATEGORIES OF SERVICES. Contractor shall perform the following tasks for the buildings listed in this QSP.

1.0.4.1 Initial Meeting: Conduct an initial inspection during the first month of the contract or when being assigned new properties. The initial inspection is for the contractor to evaluate the needs of the premises and to present findings to WHA. The Contractor will not charge WHA for the initial inspection. The following specific points should be addressed:

- Identification of problem areas in and around the building.
- Discussions of effectiveness of previous efforts.
- Contractor access and coordination to all necessary areas.
- Establish locations for routine monitoring in common areas; and
- Information for the contractor of any restrictions or special safety precautions.

1.0.4.2 Routine Inspection: Conduct regularly scheduled inspection services for pests, set out or collect monitoring traps, and treat units for pests as needed. Inspections will be placed on a schedule based on the needs of the property and with WHA approval.

1.0.4.3 Emergency Inspection: Conduct inspections and necessary treatment in response to requests by WHA for corrective action. Emergency

Inspections, when requested, are to be performed within eight (8) hours during normal working hours.

- 1.0.4.4 Call-Back Service: Conduct follow-up inspection in response to resident or staff complaints. Routine call-back service shall be furnished within one (1) workday after receipt of notification by WHA. Call-back service required by WHA due to contractor negligence will be at no charge.
- 1.0.4.5 Unit Turnover Service: Conduct intensive inspection and necessary treatment as requested by WHA when units are prepared for occupancy. These units will typically be existing units changing residents. They may also, be new units added to the scope of the contract.
- 1.0.4.6 Special Service: Conduct inspection and pest control as agreed to by the Contractor and WHA which is not covered by routine inspections as noted in Section 2.1.1.
- 1.0.5 INTEGRATED PEST MANAGEMENT (IPM) PLAN. Contractor shall submit with its proposal the IPM Plan. If aspects of the IPM Plan are incomplete or unacceptable, the contractor will have one (1) day to submit a revision after notification. The Contractor shall be responsible for carrying out work according to the approved IPM Plan. At a minimum, the IPM Plan shall consist of the following:
 - 1.0.5.1 Materials and Equipment for Service: The contractor shall provide current labels and Material Safety Data Sheets (MSDS) of pesticides to be used, and brand names of pesticides application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest IPM devices or equipment.
 - 1.0.5.2 Method for Monitoring and Surveillance: The contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessment of pest population levels throughout the term of the contract. This information must include general locations of common area monitoring traps and responsibilities for routinely checking the traps.
 - 1.0.5.3 Service Schedule for Each Building or Site: The Contractor shall provide complete service schedules that include specific day(s) of the week of Contractor visits, and approximate duration of each visit. Contractor's proposal shall assume a monthly treatment per unit per property treating all occupied units, trash collection area, all common area

spaces, and commercial space if applicable, as well as quarterly exterior preventative pest treatment. Service schedules shall be submitted and approved by the applicable Property Manager upon the awarding of the contract. If more or less frequent visits may be needed based on Inspections and trap results, Contractor shall explain the basis for adjusting the service schedule. Except as otherwise agreed, all work at properties under this contract shall be performed between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, and shall not interfere with daily Authority operations.

- Contractor(s) will notify the Property Manager during normal working hours at least 72-hours prior to the commencement of any treatment.
- Contractor(s) shall commence and end all services on the same workday unless approved in writing by WHA.
- Contractor within ten (10) days after Contract execution shall issue a schedule for routine pest control services work for each development to WHA and the appropriate property manager. Such schedule shall list the date and time and building numbers where all work will commence and be completed in its entirety. This schedule once submitted can only be altered with the prior written approval of the property manager or designated representative.

1.0.5.4 Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort: The Contractor shall describe site specific solutions for observed sources of pest food, water, harborage, and access.

1.0.5.5 Commercial Pesticide Applicator Certificates or Licenses: The Contractor shall identify the personnel providing pest control services, including the pest management supervisor. Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract. All employees servicing this account must be licensed or be a trained serviceperson.

- Licensed Supervisor must have an North Carolina Commercial Applicator License.
- Licensed supervisor must demonstrate instruction and control over trained serviceperson.
- Licensed applicator must be within 25 miles or available within 2 hours when a pesticide application is being made by the trained serviceperson.
- Licensed applicators providing supervision must be employed by the same company or agency as the trained serviceperson.

- 1.0.6 UPDATES TO IPM PLAN. Contractor shall receive the concurrence of WHA prior to implementing any subsequent changes to the approved IPM Plan, including additional or replacement pesticides and on-site service personnel. Contractor shall provide licenses for every contractor employee who will be performing on-site services before the employee begins work on WHA property. Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to WHA Contracting Officer for approval.
- 1.0.7 CONTRACTOR PERSONNEL. Contractor shall have access to a fulltime entomologist who has demonstrated expertise in structural pest control, especially for rodents and cockroaches will be available for routine and emergency consultation. Contractor shall provide qualified, professional pest management personnel who:
- 1.0.7.1 Understand current practices in this field and have experience providing pest control services in a residential environment.
 - 1.0.7.2 Conduct themselves in a professional and workmanlike manner, with minimal noise and disruption.
 - 1.0.7.3 Cooperate with the building occupants to assure the progress of this work.
 - 1.0.7.4 Maintain certification as Commercial Pesticide Applicators in the category of residential and institutional pest control services.
 - 1.0.7.5 While working at Authority-owned or leased properties, shall wear distinctive uniform clothing that has the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner. WHA shall provide ID badges for all employees working on WHA properties. No employee will be allowed on Authority properties without his/her badge on his/her person. Contractor(s) is to report personnel changes to property managers as they occur and prior to the person reporting to Authority property.
 - 1.0.7.6 Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used.

1.0.7.7 Use only contractor vehicles identified in accordance with state and local regulations.

1.0.7.8 Observes all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas. All restrictions associated with these special areas will be explained to Contractor by WHA. These restrictions shall be incorporated in Contractor's detailed plan and schedule for the

1.0.7.9 will comply with all government regulations as are applicable during the time spent on government property.

1.0.7.10 Will be responsible for properly disposing of any materials removed or replaced. At no time shall Contractor place anything in any Authority refuse container. In addition, any areas disturbed by Contractor shall be restored to their original condition.

1.0.8 MINIMUM STANDARDS OF PERFORMANCE

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

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

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

1.0.9.1 Individual Property Reporting (within two days): Upon completion of each treatment cycle at an Authority property,

Contractor must submit the extermination log with a spreadsheet summary highlighting troubled areas or units within two days after the treatment cycle. Contractor must submit the report in hard-copy format and by email in electronic spreadsheet format. The hard copy must be signed by the Property Manager or their designee. WHA will not pay for work that is not documented by this report or for work documented on the report but not signed by the building manager.

- 1.0.9.2 Treatment Cycle Reporting (within one week): Upon completion of a treatment cycle, Contractor must submit by email a general summary report within one week. The treatment summary reports shall include, but not be limited to the following:
- Brief narrative discussing the findings as they relate to an increase or new infestations by address and apartment number, including recommendation for treatment or preventative measures.
 - Discuss any findings of deficiencies due to lack of access, inadequate or improper treatments, or recommendations of change to a more effective chemical.

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

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

1.0.11 General Requirements

1.0.11.1 Any substitutions, additions, or replacement of personnel from those cited in Contractor's original proposal must be submitted to WHA for approval.

1.0.11.2 Contractor shall provide a current list of individuals responsible for receiving emergency calls, to WHA. The list will include name, telephone number, and date when list was issued. The list will be updated monthly or when a change occurs. Automatic telephone answering or recording device numbers are not acceptable.

1.0.11.3 Contractor must have a minimum of three years professional work related experience in pest control services. Contractor must

be licensed by the State of Ohio and the license must be current.

- 1.0.11.4 Contractor(s) must provide, at Contractor(s) own expense, all labor, tools, equipment, chemicals, materials, supplies and transportation, as required to complete pest control tasks/functions at the multi-family units, to include all public, common and dumpster areas of each property with no exceptions. Such routine pest control services are comprehensive in nature and include but are not limited to inspection, flushing, application, baiting, trapping, monitoring, and cleanup of all debris generated by the performed service or services.
- 1.0.11.5 Contractor(s) shall practice acceptable safety precautions, follow industry safety standards, and use only industry approved safety equipment in the performance of all duties. Contractor(s) shall maintain at all times all equipment in proper and safe operating conditions in accordance with the manufacturer's specifications. Contractor(s) must be cognizant of safety at all times and take necessary safety precautions, so as to not cause harm to any persons or property while performing services under this QSP or any resulting contract.
- 1.0.11.6 Contractor(s) shall exercise extreme caution around residents, pedestrians, pets and property.
- 1.0.11.7 Contractor(s) shall apply all chemicals, in accordance with all applicable laws, rules, codes, regulations and ordinances as well as manufacturer's instructions to include application by a licensed technician when required. Contractor shall only apply chemicals approved and registered by the Environmental Protection Agency and considered safe for use in residential areas. Contractor shall have a program in place to alternate chemical treatments in order to avoid reduction in effectiveness of treatments over time.
- 1.0.11.8 Contractor must submit a list of chemicals to be used in the performance of a contract with their EPA registrations and Material Safety Data Sheets (MSDS sheets) to the Procurement Office.
- 1.0.11.9 Contractor shall notify WHA Procurement in writing of any change in chemicals prior to application and provide supporting Material Safety Data Sheet (MSDS).

- 1.0.11.10 Contractor shall pay all of its employees, including any and all approved subcontractors, at least the legal minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development.
- 1.0.11.11 Contractor shall exercise care when performing treatment to avoid damage to structure, shrubs, vegetation or any other property to include personal property of residents. If damage does occur, Contractor shall replace at his/her own expense.
- 1.0.11.12 Contractor shall replace any employee deemed unacceptable by WHA, within two (2) business days of written demand.
- 1.0.11.13 Any chemical spills shall be thoroughly cleaned and neutralized. In the event of a hazardous chemical spill, Contractor will notify the Manager immediately and follow notification procedures, as is customary in the industry and bare the total expense for cleanup.
- 1.0.11.14 Contractor shall work with the respective property manager or his/her representative to determine an effective preventative program at each property location or unit identified as having an infestation.
- 1.0.11.15 WHA will not pay additional cost for any follow up visits within the same month if follow up visits are required due to the actions or inactions of the Contractor.
- 1.0.11.16 Contractor shall respond to the property within 24 hours for any service call outside of the monthly or quarterly pest control service to include holidays, weekends, and after business hours, unless it is deemed an emergency then Contractor shall respond within 8 hours of contact.
- 1.0.11.17 Contractor shall service all vacant units (as requested by Authority management) during regularly scheduled service times. Contractor shall notify the Property Manager of any units where entry is denied and/or is not ready for treatment or cannot be treated and the reason why.
- 1.0.12 All proposal documents submitted by the proposers are generally a matter of public record unless information is deemed to be proprietary. (See Section 10)

1.0.13 Performance Standards

1.0.15.1 For each time the Contractor is late to arrive for a scheduled service, the Contractor's fee may be reduced 10% for that service.

1.0.15.2 Failure to perform the required monthly service at a property may result in a 15% reduction of the Contractor's fee for that service.

1.0.15.3 Failure to comply with the emergency response time may result in a reduction of the Contractor's fee by 15% for that service.

1.0.15.4 Contractor may propose incentives that WHA may provide to Contractor based on reductions in number of residents complaints and in number of units documented to have no pests.

1.0.15.5 The Property Manager or Maintenance Supervisor may waive the fee reductions at their discretion after discussing extenuating circumstances with the Contractor. Such waiver shall be in writing at the time of the service.

End of Scope of Work

Instructions to Bidders for Contract (Form HUD-5369-B) (Exhibit A)

Instructions to Offerors Non-Construction



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:]

Representations, Certifications and Other Statements of Bidders (Form HUD-5369-C) (Exhibit B)

Certifications and Representations of Offerors Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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)(1) through (a)(3) above; or

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Certification Regarding Debarment and Suspension (Form HUD-2992) (Exhibit C)

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title

Equal Employment Opportunity Certification (Form HUD-92010) (Exhibit D)

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor 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.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance 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.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted 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 subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, 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 orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

Section 3 Compliance Certification (Exhibit E)

CONTRACTOR'S Section 3 COMPLIANCE CERTIFICATION

The undersigned makes this certification with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury I hereby state:

1. I am the _____ of _____,
(Owner, Partner, Officer, Representative, Agent)
the Bidder that has submitted the attached Bid; and

2. My company adheres to Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u which requires, to the greatest extent feasible, that a "good faith effort" is given to identifying small businesses located within the boundaries of the Section 3 service area, making them aware of contracting opportunities, encouraging their participation and actually awarding contracts to Section 3 business concerns.

3. Efforts will be made to undertake outreach activities intended to encourage participation by Section 3 residents in training and employment opportunities, to include but not limited to:
 - A. Advertising in local media;
 - B. Distributing flyers on training and job opportunities to public housing sites and posting flyers in common areas;
 - C. Informing labor organizations and private job training agencies of potential jobs and contract opportunities;
 - D. Participation in job information meetings and workshops to help Section 3 residents complete applications and learn interviewing techniques.

Signature of Authorized Certifying Official: _____

Title: _____

Date: _____

Company Name: _____