



*Growing Communities One Family At A Time
For More Than 70 Years*

Huntsville Housing Authority

**INVITATION FOR BIDS
IFB NO. 2025-04**

PEST CONTROL/BED BUG/TERMITE TREATMENT SERVICES

**PROPOSAL DATE:
September 1, 2025 @11:00 AM CST**

**ISSUED DATE:
August 5, 2025 @ 2:00 PM CST**

INVITATION FOR BIDS (IFB) NO. 2025-04, Pest Control/Bed Bug/Termite Treatment Services

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Please note that all proposals will be retained by HHA for three years from the date of the award of the proposals for audit purposes. HHA reserves the right to reject any and/or all proposals, or to waive any informality in the proposals. Submissions received after the deadline will not be considered. An Offeror submitting a late proposal will be so notified. All material submitted in the proposal becomes the property of HHA and will not be returned.

Deadline for Written Questions: All questions pertaining to this Request for Proposals must be submitted in writing no later than 7 days prior to submission deadline. Written questions may be submitted by email, to the Procurement Officer, Mrs. LaTonya Brewton, at lbrewton@hsvha.org or by fax to (256) 533-6344. HHA will only respond to written questions and only be bound by its response to written questions. Oral communications are discouraged, and HHA **will not** be bound by any oral answers or interpretations of the Request for Proposals.

In order to maintain a fair and impartial competitive process, HHA can answer questions only in response to written questions received within the specified time frame. HHA must avoid private communication with the prospective proposers during the evaluation period. The written questions will be the only opportunity for proposers to ask questions as to form and content. The addendum will be available on HHA's website at <https://hsvha.org/> <https://ha.internationaleprocurement.com/>

Please respect this policy and do not attempt to query HHA personnel or members of its Board of Commissioners regarding this IFB except through written questions submitted in the manner and within the time frame indicated above.

INTRODUCTION

Huntsville Housing Authority (hereinafter, "HHA") is a quasi-municipal corporation authorized by the state of Alabama, Madison County, to operate in the City of Huntsville, Alabama. HHA was incorporated August 15, 1941 in order to provide safe and affordable housing for qualified low to moderate-income persons. HHA is not an agency of the City of Huntsville. HHA is governed by a five-member Board of Commissioners (Board) appointed by the mayor. The board and server staggered five-year terms. The Board is the policy-making body of HHA. HHA employs approximately 90 full-time employees.

Currently, HHA owns and/or administers 18 individual Asset Management Projects (AMPs), comprised of 1,379 public housing units. In addition, HHA administers 1,712 Section 8/Housing Choice Vouchers (HCV), 236 Veterans Affairs Supportive Housing vouchers (VASH), 0 Shelter Plus Care (SPC) sponsor-based vouchers.

Your response to the Scope of Services and/or Technical Specifications must be complete, as it will become part of any contractual agreement. We appreciate the investment of time and resources firms are making by participating in this process. All submitted bids shall be evaluated for responsiveness to the requirements of the Invitation for Bids ("IFB"). Those responses not in accordance with the Invitation for Bids shall be deemed non-responsive and eliminated from further evaluation

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IFB INFORMATION AT A GLANCE

[Table No. 2]

| | |
|---|---|
| HUNTSVILLE HOUSING AUTHORITY CONTACT PERSON | Mrs. LaTonya Satcher-Brewton, Procurement Officer Telephone: (256) 532-5676 TDD: 1-800-545-1833, Ext. 903 |
| TITLE | Invitation for Bids (IFB) Pest Control Services |
| DATE ISSUED | August 5, 2025 |
| LAST DAY FOR Q/A | August 21, 2025 @ 2:00 P.M. |
| PRE-SUBMISSION MEETING | No pre-submission meeting will be held for this IFB |
| DESCRIPTION OF SERVICES | Huntsville Housing Authority (HHA) is seeking proposals from professional, qualified contractors and/or individual(s) to provide pest control services for HHA's 1,379 conventional public housing dwelling units located in 18 developments. |
| HOW TO OBTAIN THE IFB DOCUMENTS ON THE APPLICATBLE INTERNET SITE | <ol style="list-style-type: none"> 1.To Access and Download Documents (no "www") https://ha.internationalprocurement.com 2. Click on the "Login" or "Register your company" button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the Housing Agency Marketplace, please call customer support at (866)526-9266. |
| PROPOSAL SUBMITTAL RETURN & DEADLINE | <p>Sealed proposals are due at the following location:</p> <p>Huntsville Housing Authority 200 Washington Street Huntsville, AL 35801</p> <p>The envelope must have the following notation on the bottom left-hand corner "IFB 2025-04: Pest Control/Bed Bug/Termite Treatment Services", September 1, 2025, at 2:00 p.m.-Enclosed.</p> <p>CAUTION: LATE SUBMISSION WILL BE HANDLED IN ACCORDANCE WITH THE PROVISIONS IN THE INSTRUCTIONS TO BIDDERS.</p> |

1.0 THE HHA'S RESERVATION OF RIGHTS. The HHA's reserves the right to:

- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the HA to be in its best interests.
- 1.2 Right to Not Award.** Not to award a contract pursuant to this IFB.
- 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Executive Director (ED).
- 1.6 Right to Reject any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.7 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.8 Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the (hereinafter, a.k.a. "the Marketplace") and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the IFB, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by HHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve HHA, but not the prospective bidder, of any responsibility pertaining to such issue.
- 1.9 Right to Reject – Obtaining Competitive Solicitation Documents.** The Housing Agency Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the Housing Agency Marketplace. Any other group such as a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the Housing Agency Marketplace to obtain the documents. The HA will reject without consideration any response submitted from a firm that has not obtained the documents from the Housing Agency Marketplace.

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2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. HHA is seeking bids from qualified contractors to provide the following services:

2.1 On-going Pest Control Treatment. The pest control services proposed shall include inspection and treatment, if necessary, to both the interior and exterior of a unit. NOTE: "If necessary" means to ensure that the unit is free of pests.

2.1.1 Method. HHA considers the services provided to be an Integrated Pest Management System; accordingly, HHA anticipates that the Contractor will utilize "bait and trap" methods (including, but not limited to, jais baits, bait stations, broad spectrum residuals, and flushing agents), an/or utilize spraying if the "bait and trap" methods are not effective in eradicating the pests.

2.1.2 Treatment Schedule. Pest control services will be performed to both the interior and exterior of the unit/building on a bi-monthly (meaning, every two months) schedule, except during the months of May, June, July, August, and September. During these specific months, the interior pest control will maintain the bi-monthly (i.e., once every two months) schedule, while an exterior "spraying" treatment will only be required monthly.

2.1.3 Products. The products shall be applied in an effective manner in all rooms of the unit/area. Prior to contract execution, the Contractor shall be required to submit manufacturer's specifications sheets and MSDS sheets for all of the materials he/she will utilize on our sites to provide the services; use of such materials may be subject to HHA's approval. All such materials used shall be EPA-approved.

2.1.4 Pests and Rodents. It is HHA's understanding and expectation that the services provided as detailed herein will be for the effective control of cockroaches, Asian beetles, box elder bugs, ants, mice, rodents, and spiders (and all other household and/or crawling insects; not including bed bugs, which are covered in the following Section 2.2 herein or termites, which are covered in Section 2.3 herein).

2.1.4.1 The Contractor shall guarantee that the areas will be free of the noted pests or rodents for the 30-day period of time until the next application. HHA realizes that the noted guarantees are contingent upon all units within a building being treated within the same general period of time.

2.1.4.2 Any other pests not named within the preceding Section 2.1.4 (i.e., fleas) will be addressed on an as-needed basis, and as assigned by HHA, utilizing Pricing Items No. 75-77 detailed within the following Table No. 5 herein.

2.1.5 Notices from Contractor. The Contractor shall keep HHA's contact person fully informed of all pertinent issues during the treatment process, and shall submit, in writing, within 1 workday of discovery of such, notice of any and all problems relating to the treatment process or of any note-worthy conditions within the development that pertain to or affect the pest control treatment process.

2.1.6 Completion of Work at each Site. At the completion of each treatment the Contractor shall obtain the signature of the HHA's Property Manager on the Contractor's work order form, thus affirming all work listed thereon was completed to the Manager's

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satisfaction. A copy of this form shall be submitted by the Contractor along with the billing invoice the Contractor submits to HHA accounts payable office for payment.

- 2.1.7 Vacancy Treatment.** HHA may, from time-to-time, negate the effectiveness of the pest control treatment in a unit by painting over the treated areas. HHA shall retain the right to require the Contractor to return to any such unit or area and again provide the treatment at the applicable unit price proposed for that unit/area.
- 2.1.8 Entry into Units.** HHA residents have been informed that they cannot deny entry to the pest control contractor. If such denial does occur, the Contractor must immediately (within 1 hour) verbally inform the HHA Manager at that development of such; and then must follow in writing within 1 workday. The notice must be delivered to HHA contact in writing within 1 day even if the Manager obtains entry for the Contractor.
- 2.1.9 Additional Treatment Response.** In the event a unit/area is too contaminated and requires additional pest control services (to include pests, rodents, bed-bugs, etc.), HHA will notify the Contractor, who will respond to the unit/area in question within 48 hours for an inspection. Immediately following the inspection, an effective plan for the remediation will be established verbally with HHA staff and then delivered in writing to the HACO within 1 workday. The Contractor will then schedule the required pest control services with the proper HHA staff to occur within the next 7 workdays.
- 2.1.10 Call-back Response.** The Contractor shall, if directed by the designated HHA representative, respond to the site within 1 workday of being notified that corrections need to be made. All “call-backs” and ensuing additional treatment(s) during any guarantee period shall be at “no charge” to the HHA, unless an action by HHA resident (i.e., denied entry; poor housekeeping; lack of action or response or by HHA manager; etc.), documented by the Contractor at the original time of occurrence and delivered to the HHA in a timely manner, precluded the Contractor from being able to guarantee the original service—in this case the Contractor shall be entitled to additional payment for the additional service.
- 2.2 As-needed Bed Bug Treatment.** HHA is aware there are a variety of Bed Bug Treatments; however, it is HHA’s desire the bidder will utilize the Heat Treatment method (Table No. 5a following herein) for the removal of bed bugs on an as needed basis. In turn, the bidder will guarantee the effectiveness of this treatment and in the event a Heat Treatment will not be effective in a certain unit/property, the awarded bidder will discuss with the HA and an agreed upon alternative method to be used and guarantee the removal of bed bugs.

 - 2.2.1 All-inclusive.** The Contractor shall furnish all labor, material, equipment, and supervision to perform a program of the elimination of bed bugs on an “as needed basis” in HHA units within all applicable local, State, and Federal requirements.
 - 2.2.2 As-needed Basis.** A program of bed bug elimination must be performed after bed bugs are discovered. All such individual services will be performed at the discretion of HHA after issuance of a task order.
 - 2.2.3 Treatment.** Treatment of the infected areas shall be conducted on an as-needed basis only with the prior written approval of HHA. Treatments shall be applied to all areas of the affected unit.

- 2.2.4 Bed Bug Management Plan/Protocol.** The Contractor's Bed Bug Management Plan/Protocol shall be submitted to HHA within 30 days after contract execution. Acceptance of such Plan/Protocol shall be at the HHAs discretion; revisions thereto shall be submitted by the Contractor to HHA and shall also be at HHA's discretion. The Plan/Protocol shall include current labels and Material Safety Data Sheets (MSDS) of pesticides to be used, and brand names of pesticides application equipment. This report will be emailed to the Executive Director and CO.
- 2.2.5 Equipment; Supplies; Materials.** As a part of the fees, the Contractor shall supply any and all such items needed to provide the services detailed herein; meaning, that HHA shall not pay any additional fees for such.
- 2.2.6 PLEASE NOTE!!!: Alternate Methods.** HHA is aware that there are other potential methods of treating bed bugs that the Agency has not published herein, such as chemical, "Rapid Freeze," "Cedar Oil," or the utilization of other products. If any bidder wishes to make the HA aware of such alternate methods, please do so in writing prior to the deadline to submit questions so that HHA can take such into consideration and potentially make adjustments to this IFB.
- 2.3 As-needed Termite Treatment Services.** HHA asks for the bidder of these services (Table No. 5b following herein) to check for existing infestations of any wood destroying organism (WDO) including termites, to include damp wood termites, dry wood termites, subterranean termites, and Formosan termites, and fungus, and wood-boring insects. Additionally, the inspector shall report on any evident conditions that could lead to future infestations. This includes moisture-conductive conditions such as plumbing leaks and poorly ventilated subareas and attics as well as earth-to-wood contact points and faulty soil grading. This also includes cellulose debris in or around the property that will attract termites, such as firewood stacked next to the structure and wood scraps or stored wood, cardboard, and paper items in the subarea.
- 2.3.1 All-inclusive.** The Contractor shall furnish all labor, material, equipment, and supervision to perform a program of the elimination of termites on an "as needed basis" HHA units within all applicable local, State, and Federal requirements.
- 2.3.2 As-needed Basis.** All such individual services for termite remediation will be performed at the discretion of HHA after issuance of a task order.
- 2.3.3 Equipment; Supplies; Materials.** As a part of the fees, the Contractor shall supply any and all such items needed to provide the services detailed herein; meaning, HHA shall not pay any additional fees for such.
- 2.3.4 Inspection.** Check areas where the soil comes into direct contact with wood such as surfaces where water or perpetually wet soil contact is near structures; areas where foundation materials have degenerated and become permeable, cracks in slab, and expansion joints in slab, check the external foundation wall for mud tunnels, subflooring, trellises which touch the soil and are connected to the units, and areas around heating units.

- 2.3.4.1 Inspect areas that supply moisture – downspouts, water spigots, leaky water lines, air conditioner drip lines, standing water, missing, broken, or clogged gutters, or roof tiles for termites.
 - 2.3.4.2 Check window and door frames where utilities (air conditioning pipes, gas and electric services) enter the structure for termite infestation or wood decay.
 - 2.3.4.3 Examine exterior electrical meter or fuse boxes and thoroughly inspect the area between the floor and underlying soil (crawl space).
 - 2.3.4.4 Examine interior joints, cracks, or expansion joints in the foundation and unusual blistering discoloring or staining on walls or ceiling which may aid in termite infestation.
 - 2.3.4.5 Locate termite activity by looking for shelter tubes, which are similar to mud shelters built by bees. Check decaying wood to see if there are signs of termite activity.
- 2.3.5 **Inspection Report.** The awarded bidders will provide a written report describing the results of the inspection. The report must include the inspector's recommendation to correct WDO infestations, all conditions that could lead to infestations, and the cost to correct any problems, if any were identified. A diagram of the structure must detail all areas of the property inspected and those that were inaccessible such as attics and subareas with no access doors, carpeted floors, wall voids and locked storage areas. The inspector must include the reasons why these areas were not inspected and send this report to the Executive Director and the CO, preferably by email.
- 2.3.6 **Routine Inspections.** Conduct annual inspection services for signs of termite activity, set out or collect monitoring traps, and treat units for termite control as needed. Inspections should be monthly, or at least, quarterly.
- 2.3.7 **Method of Monitoring and Surveillance.** The awarded bidder shall describe methods and procedures to be used for identifying sites of termite activity. Contractor must make an objective assessment of pest population levels throughout the term of the contract. This information must include a diagram indicating location of termite activity, type of activity. The contractor shall also describe site-specific solutions for observed areas of present termite activity.
- 2.4 **Service Locations and Tentative Schedule.** HHA sites to be treated are identified within Attachment H, attached hereto, within the following Section 3.2, Tables No. 5, 5a, and 5b, herein, and within the immediate-following Table No. 3.

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[Table No. 3]

| (1) IFB Section | (2) Agency Site and Anticipated Schedule |
|-----------------------|---|
| 2.4.1 | Butler Terrace |
| 2.4.1.1 | 120 dwelling units, 27 buildings and 1 facility. |
| 2.4.1.2 | Treated 6 times/year on the 1 st week of the month. |
| 2.4.1.3 | Treatment Schedule: January; March; May; July; September; November. |
| 2.4.2 | Northwoods & Northwoods Addition |
| 2.4.2.1 | 447 dwelling units, + 210 buildings and 1 facility. |
| 2.4.2.2 | Treated 6 times/year on the 2 nd week of the month. |
| 2.4.2.3 | Treatment Schedule: February; April; June; August; October; December. |
| 2.4.3 | Johnson Towers |
| 2.4.3.1 | 120 dwelling units, + 1 buildings and facility. |
| 2.4.3.2 | Treated 6 times/year on the 3 rd week of the month. |
| 2.4.3.3 | Treatment Schedule: January; March; May; July; September; November. |
| 2.4.4 | Todd Towers |
| 2.4.4.1 | 100 dwelling units, + 1 buildings and facility. |
| 2.4.4.2 | Treated 6 times/year on the 3 rd week of the month. |
| 2.4.4.3 | Treatment Schedule: February; April; June; August; October; December. |
| 2.4.5 | Lincoln Park |
| 2.4.5.1 | 194 dwelling units, 78 buildings and 1 facility. |
| 2.4.5.2 | Treated 6 times/year on the 4 th week of the month. |
| 2.4.5.3 | Treatment Schedule: January; March; May; July; September; November. |
| 2.4.6 | L.R. Patton |
| 2.4.6.1 | 110 dwelling units, 21 buildings, and 1 facility. |
| 2.4.6.2 | Treated 6 times/year on the 1 st week of the month. |
| 2.4.6.3 | Treatment Schedule: February; April; June; August; October; December. |
| 2.4.7 | Stone Manor |
| 2.4.7.1 | 50 dwelling units, 2 building and 1 facility. |
| 2.4.7.2 | Treated 6 times/year on the 2 nd week of the month. |
| 2.4.7.3 | Treatment Schedule: January; March; May; July; September; November. |
| 2.4.8 | Scattered Sites (6 different locations combined) |
| 2.4.8.1 | 134 dwelling units, 64 buildings and 1 facility. |
| 2.4.8.2 | Treated 6 times/year on the 3 rd week of the month. |
| 2.4.8.3 | Treatment Schedule: February; April; June; August; October; December. |
| 2.4.9 | Brookside |
| 2.4.9.1 | 72 dwelling units, 36 buildings and 1 facility. |
| 2.4.9.2 | Treated 6 times/year on the 4 th week of the month. |
| 2.4.9.3 | Treatment Schedule: January; March; May; July; September; November. |
| 2.4.10 | Searcy Homes |
| 2.4.10.1 | 78 dwelling units, 38 buildings and 1 facility. |

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| 2.4.10.2 | Treated 6 times/year on the 1 st week of the month. |
| 2.4.10.3 | Treatment Schedule: February; April; June; August; October; December. |
| 2.4.11 | Central Office |
| 2.4.11.1 | 43 dwelling offices, 1 building and 1 facility |
| 2.4.11.2 | Treated 6 times/year on the 2 nd week of each month. |
| 2.4.11.3 | Treatment Schedule: January; March; May; July; September; November |
| 2.4.12 | Chestnut Glen |
| 2.4.12.1 | 40 dwelling units, 4 building/facility |
| 2.4.12.2 | Treated 6 times/year on the 1 st week of the month |
| 2.4.12.3 | Treatment Schedule: February; April; June; August; October; December. |
| 2.4.13 | Legacy Hill |
| 2.4.13.1 | 40 dwelling units, 4 building/facility |
| 2.4.13.2 | Treated 6 times/year on the 1 st week of the month |
| 2.4.13.3 | Treatment Schedule: January; March; May; July; September; November |

- 2.5 Previous/Current Contractor(s).** HHA's current provider of these services is Orkin LLC, 6767 Old Madison Pike Bldg. 2 Suite 260, Huntsville, AL 35806

3.0 BID FORMAT.

- 3.1 Two-step Bidding Process.** All bidders will initially submit the documentation/ information detailed within the following listed Step #1 of the following Table No. 4 herein. Then, the Agency anticipates that it will notify the apparent low bidder(s) to submit, within 5 days after being notified to do so, the information detailed within the following detailed Step #2 within the same Table.

- 3.1.1 Bid Submittal.** As may be further described herein, HHA intends to retain a Contractor pursuant to a "Low Bid" basis, also taking into consideration responsiveness and responsibility. Therefore, so that HHA can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the Table below. None of the proposed services may conflict with any requirement the HHA has published herein or has issued by addendum.

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[Table No. 4]

| (1) IFB Section | (2) Tab No. | (3) Description |
|--------------------|-------------------|---|
| Step #1 | | Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline. |
| 1 | | Form HUD-5369 Instructions to Bidders for Contracts Public and Indian Housing Programs |
| 2 | | <ul style="list-style-type: none"> ➤ Form HUD 5369-A Representations, Certifications and other Statements of Bidders. ➤ Form HUD 5369-B Instructions to Offerors, Non-Construction ➤ Bid Compensation Form. Contractor's proposed cost to HHA |
| Step #2 | | Documentation/information to be submitted, within 5 days, only by the apparent low bidder(s) when directed to do so by the HHA. |
| 1 | | Licensing. A copy of the bidder's business license allowing the contractor to provide such services within the City of Huntsville, and/or the State of Alabama. |
| 2 | | <p>Proposed Services. As more fully detailed within the Scope of Work/Technical Specifications of this document, and the Specifications, drawings (if applicable) each attached hereto, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:</p> <ul style="list-style-type: none"> ➤ A brief description of the proposed safety and quality assurance program. ➤ A brief description of the proposed safety and quality assurance program. |
| 3 | | Profile of Firm Form: The Profile of Firm Form is attached hereto to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the step#2 bid submittal. |
| 4 | | Managerial Capacity/Financial Viability: The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services. Identify additional staff within areas (5) and (6) of the <i>Profile of Firm Form</i> . Such information shall include the bidders' qualifications to provide the services. |

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|---|--|
| 5 | <p>Client Information. The bidder shall submit a listing of at least (3) former or current clients, including Public Housing Agencies, for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:</p> <ul style="list-style-type: none"> ➤ The client's name; ➤ The client's contact name; ➤ The client's telephone number and email address' ➤ A brief narrative description and scope of the service(s) and the dates the services were/are provided. |
| 6 | <p>Form HUD-92010 (08/06) Equal Employment Opportunity: The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy.</p> <ul style="list-style-type: none"> ➤ Form HUD-50070 Certification for a Drug-Free Workplace-Form attached ➤ Form HUD-50071 Certification of Payments to Influence Federal Trade ➤ E-Verify Form-The 1-page form must be fully completed, executed where provided thereon and will be a part of the contract. |
| 7 | <p>Subcontractor/Joint Venture Information (Optional Item). The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Please remember that all information required from the bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.</p> |
| 8 | <p>Other Information (Optional Item). The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the HHA in its evaluation.</p> |
| | <p>Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to HHA (by email is preferred) the insurance certificates detailed with 5.4.1 through 5.4.5 herein. Note: The apparent successful bidder WILL NOT deliver these certificates – the insurance broker or carrier will do so.</p> |
| | <p>Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the "Option" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK. "DO NOT eliminate any of the tabs.</p> |

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3.2 Entry of Proposed Fees.

- 3.2.1** The proposed fees shall be submitted by the bidder and received by HHA on **the Bid Cost Form** provided only. A bidder must enter a **proposed fee** for each item (*failure to provide a bid fee may deem your bid to be unresponsive*) "No Bid" will not be allowed for any item, though a "No Charge" will be allowed for certain items.
- 3.2.2 Pricing Items.** The proposed fees (Pricing Items) shall be submitted by the bidder and received by the HHA. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful bidder will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically otherwise agreed to by the HHA; etc.

[Table No. 5]

| (1) Pricing Item No. | (2) Qty | (3) U/M | (4) Description | (5) Average* Unit Size |
|--|------------|--|---|------------------------------|
| Lot #1: On-going Bi-monthly Pest Control Services | | | | |
| Butler Terrace 206 Seminole Drive | | | | |
| 1 | 120 | Annual Unit Treatmen ts | 1-Bedroom units (Calculation: 20/units x 6/services/year = 120 Total Annual Treatments) | 534 s/f |
| 2 | 372 | Annual Unit Treatmen ts | 2-bedroom units (Calculation: 62/units x 6/services/year = 372 Total Annual Treatments) | 754 s/f |
| 3 | 192 | Annual Unit Treatmen ts | 3-bedroom units (Calculation: 32/units x 6/services/year = 192 Total Annual Treatments) | 994 s/f |
| 4 | 48 | Annual Unit Treatmen ts | 4-bedroom units (Calculation: 8/units x 6/services/year = 48 Total Annual Treatments) | 1,156 s/f |
| 5 | 12 | Annual Unit Treatmen ts | 5-bedroom units (Calculation: 2/units x 6/services/year = 12 Total Annual Treatments) | 1,313 s/f |
| 6 | 6 | Annual Building Treatmen ts | Office/Maintenance Building (Calculation: 1/building x 6/services/ year = 6 Total Annual Treatments) | 3,200 s/f |

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| | | | | |
|---|-------------|--|--|--------------------|
| 7 | 81 | Annual Treatmen ts of all Buildings | Additional Treatments, Exterior of all Buildings (Calculation: 27/buildings x3/services/year) | 159,738 s/f |
| Northwoods & Northwoods Addition 1402 Yukon Street | | | | |
| 8 | 636 | Annual Unit Treatmen ts | 1-bedroom units (Calculation: 106/units x 6/services/year = 624 Total Annual Treatments) | 545 s/f |
| 9 | 1056 | Annual Unit Treatmen ts | 2-bedroom units (Calculation: 176/units x 6/services/year = 1056 Total Annual Treatments) | 661 s/f |
| 10 | 720 | Annual Unit Treatmen ts | 3-bedroom units (Calculation: 120/units x 6/services/year = 720 Total Annual Treatments) | 864 s/f |
| 11 | 216 | Annual Unit Treatmen ts | 4-bedroom units (Calculation: 36/units x 6/services/year = 216 Total Annual Treatments) | 999 s/f |
| 12 | 54 | Annual Unit Treatmen ts | 5-bedroom units (Calculation: 9/units x 6/services/year = 54 Total Annual Treatments) | 1222 s/f |
| 13 | 6 | Annual Building Treatmen ts | Management Office/ Maintenance Building (Calculation: 1/office x 6/services/year = 6 Total Annual Treatments) | 4060 s/f |
| 14 | 630 | Annual Treatmen ts of all Buildings | Additional Treatments, Exterior of all Buildings, (Calculation: 210/buildings x 3/services/year) | 197,524 s/f |
| Johnson Towers 216 Seminole Drive | | | | |
| 15 | 228 | Annual Unit Treatmen ts | Studio-bedroom units (Calculation: 38/units x 6/services/year = 228 Total Annual Treatments) | 328 s/f |
| 16 | 420 | Annual Unit Treatmen ts | 1-bedroom units (Calculation: 70/units x 6/services/year = 420 Total Annual Treatments) | 510 s/f |
| 17 | 66 | Annual Treatmen ts | 2-bedroom units (Calculation: 11/units x 6/services/year = 66 Total Annual Treatments) | 657 s/f |

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| | | | | |
|---------------------------------------|------------|--|--|-------------------|
| 18 | 3 | Annual Treatmen ts of all Buildings | Additional Treatments, Exterior of all Buildings (Calculation: 1/buildings x 3/services/year | 62,681 s/f |
| Todd Tower 204 Greene Street | | | | |
| 19 | 120 | Annual Unit Treatmen ts | Studio-bedroom units (Calculation: 60/units x 6/services/year = 120 Total Annual Treatments) | 408 s/f |
| 20 | 222 | Annual Unit Treatmen ts | 1-bedroom units (Calculation: 37/units x 6/services/year = 222 Total Annual Treatments) | 510 s/f |
| 21 | 12 | Annual Unit Treatmen ts | 2-bedroom units (Calculation: 2/units x 6/services/year = 12 Total Annual Treatments) | 713 s/f |
| 22 | 6 | Annual Unit Treatmen ts | 3-bedroom units (Calculation: 1/units x 6/services/year = 6 Total Annual Treatments) | 1,124 s/f |
| 23 | 3 | Annual Treatmen ts of all Buildings | Additional Treatments, Exterior of all Buildings (Calculation: 1/buildings x 3/services/year) | 10,578 s/f |
| Lincoln Park 402 Webster Drive | | | | |
| 24 | 252 | Annual Unit Treatmen ts | 1-bedroom units (Calculation: 42/units x 6/services/year = 252 Total Annual Treatments) | 576 s/f |
| 25 | 426 | Annual Unit Treatmen ts | 2-bedroom units (Calculation: 71/units x 6/services/year = 426 Total Annual Treatments) | 756 s/f |
| 26 | 360 | Annual Unit Treatmen ts | 3-bedroom units (Calculation: 60/units x 6/services/year = 360 Total Annual Treatments) | 901 s/f |
| 27 | 96 | Annual Unit Treatmen ts | 4-bedroom units (Calculation: 16/units x 6/services/year = 96 Total Annual Treatments) | 1,107 s/f |
| 28 | 24 | Annual Unit Treatmen ts | 5-bedroom units (Calculation: 4/units x 6/services/year = 24 Total Annual Treatments) | 1,310 s/f |

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| | | | | |
|--|-----|------------------------------------|--|-------------|
| 29 | 6 | Annual Building Treatment | Office/Maintenance Building (Calculation: 1/building x 6/services/ year = 6 Total Annual Treatments) | 940 s/f |
| 30 | 234 | Annual Treatments of all Buildings | Additional Treatments, Exterior of all Buildings (Calculation: 78/buildings x 3/services/year) | 155,636 s/f |
| LR Patton 206 Seminole Drive | | | | |
| 31 | 60 | Annual Unit Treatments | 1-bedroom units (Calculation: 10/units x 6/services/year = 60 Total Annual Treatments) | 625 s/f |
| 32 | 600 | Annual Unit Treatments | 3-bedroom units (Calculation: 100/units x 6/services/year = 600 Total Annual Treatments) | 1,000 s/f |
| 33 | 63 | Annual Building Treatment | Additional Treatments, Exterior of all Buildings (Calculation: 21/buildings x 3/services/year) | 106,250 s/f |
| Brookside 214 Seminole Drive | | | | |
| 34 | 156 | Annual Unit Treatments | 1-bedroom units (Calculation: 26/units x 6/services/year = 156 Total Annual Treatments) | 476 s/f |
| 35 | 228 | Annual Unit Treatments | 2-bedroom units (Calculation: 38/units x 6/services/year = 228 Total Annual Treatments) | 776 s/f |
| 36 | 42 | Annual Unit Treatments | 3-bedroom units (Calculation: 7 units x 6/services/year = 42 Total Annual Treatments) | 1,005 s/f |
| 37 | 12 | Annual Building Treatment | Office/Resident Council Building (Calculation: 2/building x 6/services/ year = 12 Total Annual Treatments) | 1,552 s/f |
| 38 | 72 | Annual Treatments of all Buildings | Additional Treatments, Exterior of all Buildings (Calculation: 36/buildings x 3/services/year) | 52,275 s/f |
| Stone Manor 7722 Benaroya Lane SW | | | | |
| 39 | 12 | Annual Unit | 1-bedroom units | 611 s/f |

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| | | | | |
|---|------------|---|--|-------------------|
| | | Treatments | (Calculation: 2/units x 6/services/year = 6 Total Annual Treatments) | |
| 40 | 252 | Annual Unit Treatments | 2-bedroom units (Calculation: 42/units x 6/services/year = 252 Total Annual Treatments) | 917 s/f |
| 41 | 36 | Annual Unit Treatments | 3-bedroom units (Calculation: 6 units x 6/services/year = 36 Total Annual Treatments) | 1,324 s/f |
| 42 | 6 | Annual Treatments of all Buildings | Additional Treatments, Exterior of all Buildings (Calculation: 2/buildings x 3/services/year) | 47,329 s/f |
| Searcy Homes 426 Dallas Ave | | | | |
| 43 | 54 | Annual Unit Treatments | 1-bedroom units (Calculation: 9/units x 6/services/year = 54 Total Annual Treatments) | 418 s/f |
| 44 | 138 | Annual Unit Treatments | 2-bedroom units (Calculation: 23/units x 6/services/year = 138 Total Annual Treatments) | 706 s/f |
| 45 | 102 | Annual Unit Treatments | 3-bedroom units (Calculation: 17/units x 6/services/year = 102 Total Annual Treatments) | 877 s/f |
| 46 | 132 | Annual Unit Treatments | 4-bedroom units (Calculation: 22/units x 6/services/year = 132 Total Annual Treatments) | 1,113 s/f |
| 47 | 42 | Annual Unit Treatments | 5-bedroom units (Calculation: 7/units x 6/services/year = 42 Total Annual Treatments) | 1,322 s/f |
| 48 | 6 | Annual Building Treatments | Office/Community Center (Calculation: 1/building x 6/services/year = 6 Total Annual Treatments) | 2,064 s/f |
| 49 | 114 | Annual Treatments of all Buildings | Additional Treatments, Exterior of all Buildings (Calculation: 38/buildings x 3/services/year)) | |
| Chestnut Glen 6835 Research Park | | | | |
| 50 | 42 | Annual Unit | 1-bedroom units | 744 s/f |

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| | | | | |
|---|------------|---|--|------------------|
| | | Treatments | (Calculation: 8/units x 6/services/year = 42 Total Annual Treatments) | |
| 51 | 144 | Annual Unit Treatments | 2-bedroom units (Calculation: 24/units x 6/services/year = 144 Total Annual Treatments) | 997 s/f |
| 52 | 42 | Annual Unit Treatment | 3-bedroom units (Calculation: 8/units x 6/services/year = 42 Total Annual Treatments) | 1,196 s/f |
| 53 | 6 | Annual Building Treatment | Club House (Calculation: 1/building x 6/services/ year = 6 Total Annual Treatments) | 3,409 s/f |
| 54 | 9 | Annual Treatments of all Buildings | Additional Treatments, Exterior of all Buildings (Calculation: /buildings 3 x 3/services/year)) | 6,346 s/f |
| Legacy Hill 210 Winchester Rd | | | | |
| 55 | 42 | Annual Unit Treatment | 1-bedroom units (Calculation: 8/units x 6/services/year = 42 Total Annual Treatments) | 744 s/f |
| 56 | 144 | Annual Unit Treatment | 2-bedroom units (Calculation: 24/units x 6/services/year = 144 Total Annual Treatments) | 997 s/f |
| 57 | 42 | Annual Unit Treatment | 3-bedroom units (Calculation: 8/units x 6/services/year = 42 Total Annual Treatments) | 1,196 s/f |
| 58 | 6 | Annual Building Treatment | Club House (Calculation: 1/building x 6/services/ year = 6 Total Annual Treatments) | 3,409 s/f |
| 59 | 9 | Annual Building Treatment | Additional Treatments, Exterior of all Buildings (Calculation: /buildings 3 x 3/services/year)) | 6,346 s/f |
| Scattered Sites (Meadow Hills) Atkins, Evans, Shepherd, Vining | | | | |
| 60 | 372 | Annual Unit Treatment | 2-bedroom units (Calculation: 62/units x 6/services/year = 372 Total Annual Treatments) | 864 s/f |
| 61 | 156 | Annual Unit | 3-bedroom units | 910 s/f |

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| | | | | |
|--|------------|---|--|--|
| | | Treatmen t | (Calculation: 26/units x 6/services/year = 156 Total Annual Treatments) | |
| 62 | 264 | Annual Building Treatmen t | Additional Treatments, Exterior of all Buildings (Calculation: /buildings 88 x 3/services/year)) | N/A |
| Scattered Sites (BLDG#9021 Mahogany Row) 9014 Mahogany Row SE | | | | |
| 63 | 24 | Annual Unit Treatmen ts | 2-bedroom units (Calculation: 2/units x 6/services/year = 60Total Annual Treatments | 1091 s/f |
| 64 | 24 | Annual Unit Treatmen ts | 3-bedroom units (Calculation: 2units x 6/services/year = 24 Total Annual Treatments | 1446 s/f |
| 65 | 12 | Annual Building Treatmen t | Additional Treatments, Exterior of all Buildings (Calculation: /buildings 4 x 3/services/year)) | 14,326 s/f |
| Scattered Sites Windtrace 2216 Wind Trace Cir SW (BLDG# 2216, 2226, 2228, 2300, & 2302) | | | | |
| 66 | 120 | Annual Unit Treatmen ts | 2-bedroom units (Calculation: 20/units x 6/services/year = 120 Total Annual Treatments | 730 s/f |
| 67 | 15 | Annual Building Treatmen t | Additional Treatments, Exterior of all Buildings (Calculation: /buildings 5 x 3/services | 14,600 s/f |
| Scattered Sites Cotton Row I, II, III 4933 Cotton Row | | | | |
| 68 | 96 | Annual Unit Treatmen ts | 2-bedroom units (Calculation: 16/units x 6/services/year = 120 Total Annual Treatments | 865 s/f |
| 69 | 15 | Annual Building Treatmen t | Additional Treatments, Exterior of all Buildings (Calculation: /buildings 4 x 3/services | 6,920 s/f |
| Scattered Site Stepping Stone 1155 Old Monrovia Rd NW | | | | |
| 70 | 24 | Annual Unit Treatmen ts | 2-bedroom units (Calculation: 4 units x 6/services/year = 24 Total Annual Treatments HHA owns Apt. 4-G, 5-I & J and 7-A | Units. 4-G, 5-I, 5-J, (1155 s/f) 7-A (1157 s/f_ |
| Scattered Sites Stone Throw 1003 Stones Throw Dr NW | | | | |

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| | | | | |
|--|-----|---------------------------|--|---|
| 71 | 12 | Annual Unit Treatments | 2-bedroom units (Calculation: 2/units x 6/services/year = 12 Total Annual Treatments HHA owns units 1043 ,1061 | Units 1043 (1,176 s/f) 1061 (1,152 s/f) |
| Central Office 200 Washington Street NE | | | | |
| 72 | 72 | Annual Unit Treatments | 1 st floor units (Calculation: 21/units x 6/services/year = 72 Total Annual Treatments | s/f unknown |
| 73 | 132 | Annual Unit Treatments | 2nd floor units (Calculation: 22/units x 6/services/year = 132 Total Annual Treatments | s/f unknown |
| 74 | 3 | Annual Building Treatment | Additional Treatments, Exterior of all Buildings (Calculation: /buildings 1 x 3/services | s/f unknown |
| Potential Additional Labor/Materials (that may be needed for services not already provided for herein for within the Preceding Pricing Items No. 1-74) | | | | |
| 75 | 40 | Hours | Pest Control Technician | |
| 76 | 40 | Hours | Pest Control Laborer | |
| 77 | 1K | Dollars | Additional supplies and materials that may be needed for additional services that the Contractor is not otherwise already herein required to provide as a part of the proposed fees for Pricing Items No. 1-74; meaning, this Pricing Item will also support any services required by the HA pertaining to the preceding Pricing Items No. 75-76. [NOTE: Prior to entering a cost for this Pricing Item, we strongly encourage all bidders to carefully review and comply with the instructions detailed within the following Section 3.3.2.5 herein.] | |
| Legend (information): “*” Approximate” Average Unit Size, square footage of floor area; “s/f” = square feet; | | | | |

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[Table No. 5a]

| (1) Item No. | (2) Qty. | (3) U/M | (4) Description | (5) Average* Unit Size |
|---|--|-------------------|---|------------------------|
| Lot #2: Bed Bug Heat Treatments (As-needed Basis) | | | | |
| Bed Bug Heat Treatments (Per Unit) | | | | |
| 78 | 1 | Unit Treatment | 0-Studio bedroom Units (98/total existing units) | 408 s/f |
| 79 | 1 | Unit Treatment | 1-bedroom Units (337/total existing units) | 600 s/f |
| 80 | 1 | Unit Treatment | 2-bedroom Units (543/total existing units) | 900 s/f |
| 81 | 1 | Unit Treatment | 3-bedroom Units (365/total existing units) | 1,006 s/f |
| 82 | 1 | Unit Treatment | 4-bedroom Units (82/total existing units) | 1,306 s/f |
| 83 | 1 | Unit Treatment | 5-bedroom Units (22/total existing units) | 1,400 s/f |
| Additional Potential Labor/Materials (that may be needed for services not already provided for herein for Bed Bug Heat Treatments, Pricing Items No. 78-83) | | | | |
| 84 | 20 | Hours | Bed Bug Technician | |
| 85 | 40 | Hours | Bed Bug Laborer | |
| 86 | 1,000 | Dollars | Additional supplies/materials that may be needed for additional services that the Contractor is not otherwise already herein required to provide as a part of the proposed fees for Pricing Items No. 78-83 and 87-91; meaning, this Pricing Item will also support any services required by the Agency pertaining to the preceding Pricing Items No. 84-85. [NOTE: Prior to entering a cost for this Pricing Item, we strongly encourage all bidders to carefully review and comply with the instructions detailed within the following Section 3.3.2.5 herein.] | |
| Mattress Covers | | | | |
| 87 | 20 | Each | Size: Twin | |
| 88 | 20 | Each | Size: Full | |
| 89 | 20 | Each | Size: King | |
| 90 | 20 | Each | Size: Queen | |
| 91 | 20 | Each | Size: California King | |
| 3.2.2 .2.3 | Legend (information): “*” Approximate” Average Unit Size, square footage of floor area; “s/f” = square feet; | | | |

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[Table No. 5b]

| (1) Item No. | (2) Qty | (3) U/M | (4) Description | (5) Average Size |
|--|------------|--|---|------------------------|
| IFB SECTION 3.2. | | Lot #3: Termite Treatment Services (As-needed Basis) | | |
| Termite Treatment | | | | |
| 92 | 8,000 | Linear Foot | Termite Treatment | |
| Additional Potential Labor/Materials (that may be needed for services not already provided for herein for Termite Treatment Services, Pricing Item No. 92) | | | | |
| 93 | 20 | Hours | Termite Technician | |
| 94 | 40 | Hours | Termite Laborer | |
| 95 | 1,000 | Dollars | Additional supplies/materials that may be needed for additional services that the Contractor is not otherwise already herein required to provide as a part of the proposed fees for Pricing Item No. 92; meaning, this Pricing Item will also support any services required by the Agency pertaining to the preceding Pricing Items No. 93-94. [NOTE: Prior to entering a cost for this Pricing Item, we strongly encourage all bidders to carefully review and comply with the instructions detailed within the following Section 3.3.2.5 herein.] | |

3.3 Additional Information Pertaining to the preceding-listed Pricing Items.

3.3.1 Quantities. All quantities entered by HHA herein (especially within the immediate preceding Tables No. 5, 5a, and 5b herein) and within the corresponding Pricing Items within “**the bid cost form**” are for calculating purposes only. As may be further detailed herein, HHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB, as the ensuing contract most likely will be a Requirements Contract, in that HHA shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services HHA requires. Please note the immediate following exception to the aforementioned “Requirements Contract” language.

3.3.1.1 Exception to 3.3.1. HHA retains the right to, at any time during the ensuing contract period(s), complete award to more than one contractor if HHA determines that such is in its best interests. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:

3.3.1.1.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount. As may be further detailed herein, most specifically within the preceding Section 3.3.1.1, if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each

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responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$2,000; (b) NMCA: \$200,000 (each shall be annual amounts).

3.3.2 IMPORTANT NOTICE!!! Entry of Proposed Costs. Bidders must submit, where provided within the IFB, the bid cost form for each and every Pricing Item within the desired lot(s) detailed within the preceding Table No. 5, 5a, and/or 5b herein.

3.3.2.1 Cost Proposed for each Pricing Item. Each bidder is strongly encouraged to enter where provided within the bid cost form a realistic cost for each Pricing Item, especially the hourly fees required. For example, if the successful bidder enters \$1.00 for an hourly Pricing Item (bidders typically do so in an effort to improve their position in regards to Evaluation Factor No. 1, as detailed within the following Table No. 6 herein), then the \$1.00 is what the successful bidder will charge HHA for any work that the HHA may retain the successful bidder to provide related to that hourly Pricing Item if HHA deems such retention is in the HHA 's best interests to do so. Accordingly, it is HHA 's opinion that it is very much in the best interests of the bidder to propose a realistic for each and every Pricing Item. If, despite this warning, the successful bidder proposes a fee that HHA deems is not realistic, then HHA reserves the right to require the successful bidder to, at contract execution, present a cash bond in a suitable amount (i.e., 5% of the proposed fee, which HHA will hold during the term of the ensuing contract period) to ensure that the successful bidder will fulfill his/her obligation in this matter.

3.3.2.2 Review the Entry of Proposed Fees. HHA strongly recommends that each bidder submit the bid cost form attachment ()

3.3.2.3 Entry of Fees/Lots. A bidder may submit services as follows:

3.3.2.3.1 A bidder may submit costs (and services) for:

3.3.2.3.1.1 Just Lot #1 (as detailed within the preceding Table No. 5 herein); or,

3.3.2.3.1.2 Just Lot #2 (as detailed within the preceding Table No. 5a herein); or,

3.3.2.3.1.3 Just Lot #3 (as detailed within the preceding Table No. 5b herein); or,

3.3.2.3.1.4 A bidder may submit costs (and services) for any combination of the noted Lots, including all lots.

3.3.2.3.2 If a bidder wishes to submit a cost for any Pricing Item within any Lot, he/she must propose a cost (and therefore services) for all Pricing Items within such Lot; meaning, a bidder shall not be allowed to “pick and choose” which Pricing Items (or services) listed within each Lot that the bidder may wish to respond to.

3.3.2.3.2.1 If a bidder does not want to submit any pricing within a Lot (and therefore does not want to propose any services for such Lot), then all the bidder needs to do is ignore that Lot (meaning, not submit any proposed pricing at all). If a bidder enters an unrealistic price such as “.01” for Pricing Items within a Lot, then the Agency will most likely revert to procedure detailed within the preceding Section 3.3.2.1 herein.

3.3.2.4 Determination of the Calculated Costs. After a bidder has entered where provided within the bid cost form his/her proposed unit costs for the Pricing Items, HHA will review the proposed unit costs by the listed quantities. The total sum of all the Pricing Line Items shall be the Total Calculated Cost that the Agency will utilize to determine the points awarded for Evaluation Factor No. 1 detailed within the following Table No. 6 herein.

3.3.2.4.1 Assumption. Pertaining to the Pricing Items, it shall be the HHA’s assumption that, pertaining to the services listed, each bidder has:

3.3.2.4.1.1 Within the preceding Table No. 5, based his/her proposed pricing for Pricing Items 1-83 upon the proposed rates submitted by the bidder for Pricing Items No. 84-85; and

3.3.2.4.1.2 Within the preceding Table No. 5a, based his/her proposed pricing for Pricing Items 78-83 and 87-91 upon the proposed rates submitted by the bidder for Pricing Items No. 84-86 (as may be applicable); and

3.3.2.4.1.3 Within the preceding Table No. 5b, based his/her proposed pricing for Pricing Item No. 92 upon the proposed rates submitted by the bidder for Pricing Items No. 93-95 (as may be applicable); and

3.3.2.4.1.4 By submitting a bid in response to this IFB, the bidder (including the successful bidder) automatically agrees that such is accurate. Accordingly, HHA may use such assumption, if necessary, to do any lump-sum bid breakdown calculation that may be needed during the ensuing contract period(s).

3.3.2.5 Supplies/Materials (Pricing Items No. 77, 86, and 95). Each bidder shall enter pricing for this item where provided for within the bid cost form as a percentage over cost. For instance, if the bidder wishes to provide such items at cost, he/she shall enter "1.00" within the cost area for this item; if the bidder wishes to provide such materials at 30% over cost, he/she shall enter "1.30" within the cost area for this item; and so forth. Please note that this fee bid shall include the cost of picking up the supplies/materials at the source of supply and delivering such to the work site, meaning, all costs shall be F.O.B. HHA site. Also, HHA reserves the right to:

3.3.2.5.1 Require the Contractor to garner such needed supplies directly from HHA and/or

3.3.2.5.2 Procure directly from a supplier of HHA's choosing any supplies/materials that the Contractor may require to provide the services.

3.3.2.5.3 In any case, HHA anticipates (and shall require) that the Contractor will procure such supplies/materials from supplies at a fair and reasonable "market rate" cost. HHA reserves the right to not reimburse the Contractor for any portion of any such costs that are deemed by HHA to be unfair and unreasonable ("deemed," meaning in the opinion of HHA based on a comparison of such costs with costs for similar items that may have been or could have been procured as detailed within the immediate-preceding Section 3.3.2.5.2).

3.3.2.5.4 Please note that the information within the immediate-following Section 3.3.3 herein does not apply to the supply rates identified within this Section 3.3.2.5; meaning, the "percentage of cost rate" proposed will remain set throughout the ensuing contract periods.

3.3.2.6 No Negotiation of Proposed Fees after the Submittal Deadline. HHA WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, bidders are strongly cautioned to submit a realistic price for each Pricing Item identified within the preceding Table No. 5, 5a, and/or 5b herein that the bidder chooses to submit a proposed cost for.

3.3.2.7 Prior Written Approval Required from HHA. Please note that the Contractor shall NOT, at any time during the ensuing contract period(s), conduct any work (i.e., certify or retain any temporary employee for the Agency) without the prior written authorization received from the designated Agency representative (this "prior written authorization" may take the form of an e-mail sent to the Contractor by HHA and acknowledged by return e-mail by the Contractor). Failure to abide by this directive shall release HHA of any obligation to pay the Contractor for any such work conducted without the noted prior written authorization.

3.3.3 Potential Escalation of Rates. At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of rates allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar State of Alabama Prevailing Wage Rates ("most similar," as determined by and at the sole discretion of HHA). For example, if, at the end of the first contract period the listed prevailing wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the CO's discretion, be entitled to a 5% increase in the rates that he/she submitted in response to this IFB. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed rate.

3.3.3.1 Notification Must Be Received From the Contractor. The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.

3.3.3.2 Right to Reject. As stated within the preceding Section 3.3.3 herein, HHA reserves the right to reject any such request for an increase in fees if HHA feels doing so is in its best interests. Similarly, the Contractor has the right to terminate services if HHA rejects the request for an increase. This will occur in the following manner (procedure):

3.3.3.2.1 Step No. 1. The Contractor submits his/her written request for an increase, accompanied by the required documentation, to HHA CO within the required 60-day period (please see the preceding Section 3.3.3.1 herein);

3.3.3.2.2 Step No. 2. HHA considers the requested increase and, within 10 days of receipt of such, issues a written response to the Contractor as to if the request is approved or rejected;

3.3.3.2.3 Step No. 3. If rejected and the Contractor wishes to, as a result, cease providing the services to the HHA, the Contractor has 10 days from the receipt of the written notice of rejection to deliver to the HHA CO a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this

notice was delivered to HHA (the specific date 120-days hence shall be written within the notice);

3.3.3.2.4

Step No. 4. HHA will then endeavor to ensure that HHA makes other arrangements to replace the Contractor (i.e., contract with another firm; do the services in-house; etc.) as the Contractor for the applicable services; further, if such other arrangements are completed by HHA prior to the aforementioned 120-day date, HHA shall retain the right to deliver to the Contractor, a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that HHA may, at its discretion, shorten with such written notice).

3.3.4

Overtime. Pursuant to the Contract Work Hours and Safety Standards Act; overtime shall not be less than time and one-half for hours worked in excess of 40 hours per week. HHA shall consider regular-time to be Monday-Thursday (excluding holidays), 7:00am – 5:30pm. Accordingly, HHA will pay a rate of 1.5 of the listed hourly rates for any work HHA requires the Contractor to perform specifically during non-regular-time hours (HHA shall NOT be responsible to pay the Contractor for any work that the Contractor CHOOSES to work during non-regular-time hours, only such hours that HHA gives prior approval for).

3.3.4.1

HHA shall NOT be responsible to pay the Contractor for any work that the Contractor CHOOSES to work during non-regular-time hours; meaning, if the necessity for the work “after hours” is due to the Contractor’s lack of staffing or if such work is to support any of the work HHA expects that such work will be provided during normal work hours. The exception to this shall be if a “non-normal” action by HHA or an “Act of God” causes the Contractor to work “after hours” to solve the problem, then aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by HHA.

3.3.5

No Deposit/No Retainer. HHA will NOT pay any deposit or retainer fees as a result of award of the ensuing contract. This means that HHA will pay the successful bidder(s) for the consulting hourly fee, actual hours worked only. Pertaining to the hourly Pricing Items, if awarded, the Contractor will be required to submit a full back-up detail of any hours worked, listed by no less than the “15-minute” standard.

3.4

Bid Submission. All proposed pricing must be entered where provided within the bid cost form and all “hard-copy” bids must be submitted and time-stamped received in the designated HHA office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy of the “hard copy” bid submittal shall be placed unfolded in a sealed package (envelope?) and addressed to:

**Huntsville Housing Authority
Attention: LaTonya Satcher-Brewton Procurement Officer
200 Washington Street NE Huntsville, AL 35801**

- 3.4.1 Labeling Bid Package.** The package exterior must clearly denote the above noted IFB number and must have the bidder's name and return address. Bids received after the published deadline will not be accepted.
- 3.4.2 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to HHA by the bidder, such may invalidate that bid. If, after accepting such a bid, HHA decides that any such entry has not changed the intent of the bid that HHA intended to receive, HHA may accept the bid and the bid shall be considered by HHA as if those additional marks, notations, or requirements were not entered on such. By submitting the bid cost form, these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that HHA delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.
- 3.4.3 Submission Responsibilities.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by HHA, including the IFB document, the documents listed within the following Section 3.7 herein, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing, and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the ED to exclude any of HHA requirements contained within the documents may cause that bidder to not be considered for award.
- 3.5 Bidder's Responsibilities — Contact with HHA.** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the ED only. Bidders must not make inquiry or communicate with any other HHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for HHA to not consider a bid submittal received from any bidder who may not have abided by this directive.
- 3.5.1 Addenda.** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e., firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation— "substantive" meaning, when decisions pertaining to the IFB are made—between HHA and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO—it simply means that other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.

3.6 Bidder's Responsibilities — Equal Employment Opportunity and Supplier Diversity. Both the Contractor and HHA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.6.1 Within **2 CFR §200.317-200.326** it states:

3.6.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

3.6.1.2 (a) The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

3.6.1.3 (2) Affirmative steps must include:

3.6.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.6.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3.6.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

3.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

3.6.1.3.5 (5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

3.6.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.6.2 Within **HUD Procurement Handbook 7460.8 REV 2** it states:

3.6.2.1 **Section 15.5.A, Required Efforts.** Consistent with Presidential Orders 11625, 12138, and 12432, the Huntsville Housing Authority shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [Agency] contracting.

3.6.2.2 **Section 15.5.B, Goals.** [The Agency] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is

important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.6.3 Within our **Agency Procurement Policy** it states that our Agency will:

3.6.3.1 Assistance to Small and other Business, Required Efforts:

- 3.6.3.1.1** Including such firms, when qualified, on solicitation mailing lists;
- 3.6.3.1.2** Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources;
- 3.6.3.1.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- 3.6.3.1.4** Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- 3.6.3.1.5** Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- 3.6.3.1.6** Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 75 (so-called Section 3 businesses); and
- 3.6.3.1.7** Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.6.4 Requirements. please see Table No. 4 herein which details the information pertaining to this issue that the bidder must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

3.7 Pre-bid Conference. The scheduled pre-bid conference identified on Page 4 of this document is, pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less (not including the ensuing walk-through of the properties, if the bidder chooses to do so), though such is not guaranteed. The purpose of this conference is to assist prospective bidders in having a full understanding of the IFB documents

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so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the Agency will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the ED may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, HHA **will not** distribute at this conference any copies of the IFB documents.

3.8 Recap of Attachments. It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are also hereby by reference included as a part of this IFB:

[Table No. 6]

| (1) IFB Section | (2) Document No. | (3) Attachment | (4) Attachment Description |
|-----------------------|------------------------|-------------------|--|
| 3.8.1 | 1.0 | | This IFB Document |
| 3.8.2 | 2.0 | A | Form of Bid |
| 3.8.3 | 3.0 | B-B2 | <ul style="list-style-type: none"> ➤ form HUD-5369 <i>Instructions to Bidders for Contracts.</i> ➤ Form HUD-5369-A <i>Representations, Certifications, and Others Statements of Bidders.</i> ➤ Form HUD-5369-B <i>Instructions to Offerors Non-Construction.</i> |
| 3.8.4 | 4.0 | C | Profile of Firm Form |
| 3.8.5 | 5.0 | D1-D3 | <ul style="list-style-type: none"> ➤ Section 3 <i>Explanation</i> ➤ Section 3 <i>Policy, Procedure, & Compliance Form w/Instructions.</i> ➤ Section 3 <i>Compliance Agreement.</i> |
| 3.8.6 | 6.0 | E | E-Verify Contractor Affidavit |
| 3.8.7 | 7.0 | F | Agency <i>Supplemental Instructions To Bidders & Contractors (SIPC)</i> |
| 3.8.8 | 8.0 | G | Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so) |
| 3.8.8.1 | 8.1 | G-1 | form HUD-5370 (01/2014), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i> |
| 3.8.8.2 | 8.2 | G-2 | form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i> |
| 3.8.8.3 | 8.3 | G-3 | form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the |

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| | | | |
|---------|-----|-----|---|
| | | | Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.) |
| 3.8.8.4 | 8.4 | G-4 | Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.) |
| 3.8.8.5 | 8.5 | G-5 | Proposal Cost Form/Bid Cost Form |
| 3.8.9 | 9.0 | H | <i>Agency Profile of Properties</i> |

4.0 BID EVALUATION.

4.1 Public Bid Opening. At the set date and time, all bids received will be opened and publicly read aloud by the ED, including the company name of the bidder and the total calculated costs proposed. At the bid opening HHA will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount bid. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; HHA will, at a later time, review all bids in detail and will, in a timely manner (typically within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, HHA reserves the right to, as determined by HHA, “waive informalities and minor irregularities” in the offers received. Bids will be available for inspection by the public after the award has been completed.

4.1.1 Ties. In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

4.2 Responsive Evaluation. After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (i.e., meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made).

4.3 Responsible Evaluation. The Agency will evaluate each bid submitted as to responsibility (i.e., a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance, and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

4.3.1 Board Approval. Depending on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

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- 4.4 Restrictions.** Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

5.0 CONTRACT AWARD.

- 5.1 Contract Award Procedure.** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

- 5.1.1** By completing, executing and submitting a bid, the “bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by HHA, a hard copy.” including the contract clauses already attached as Attachments G and G-1 through G-5, each attached hereto. Accordingly, HHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

- 5.2 Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this IFB:

- 5.2.1 Contract Form.** The Agency will not execute a contract on the Contractor’s form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and G-1 through G-5, each attached hereto), and by submitting a bid the Contractor agrees to do so (please note that HHA reserves the right to amend this form as the Agency deems necessary). However, HHA will during the IFB process (prior to the posted question deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for HHA to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute HHA’s contract form. It is the responsibility of each prospective bidder to notify HHA, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. HHA will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by HHA’s response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

- 5.2.1.1 Mandatory HUD Forms.** Please note that HHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.

- 5.2.2 Assignment of Personnel.** HHA shall retain the right to demand and receive a change in personnel assigned to the work if HHA believes that such change is in the best interest of HHA and the completion of the contracted work.

- 5.2.3 Unauthorized Sub-contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the ED. Any purported assignment of interest or delegation of duty, without the prior written consent of the ED shall be void and may result in the cancellation of the contract with HHA, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the ED.

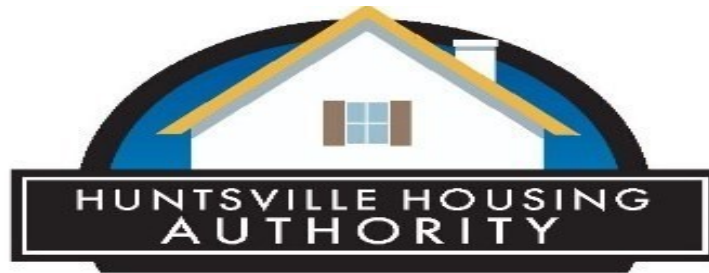
- 5.3 Contract Period.** HHA anticipates that it will initially award a contract for the period of 1 year with the option, at HHA's discretion, of 4 additional one-year option periods, for a total maximum contract period of 5 years.
- 5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the successful bidder will be required to provide:
- 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
 - 5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000, with a maximum deductible amount of \$5,000);
 - 5.4.3 Professional Liability Insurance.** An original certificate showing the bidder's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a maximum deductible amount of \$5,000);
 - 5.4.4 Automobile Insurance.** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
 - 5.4.5 City/State Business License.** A copy of the bidder's business license allowing that entity to provide such services within the City of Huntsville and/or the State of Alabama.
- 5.5 Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- 5.6 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 10 workdays of notification by HHA.

INVITATION FOR BIDS (IFB) NO. 2025-04, Pest Control/Bed Bug/Termite Treatment Services

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Growing Communities One Family At A Time

The following forms are attached and are part of the Invitation for Bids (IFB) documents to be (*)submitted with Bid.

Please note that HHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as part of the IFB.

| Attachment | Attachment Description |
|----------------|---|
| A * | Form of Bid |
| B-B2 * | <ul style="list-style-type: none"> ➤ Form HUD-5369 <i>Instruction to Bidders for Contracts</i> ➤ Form HUD-5369-A <i>Representations, Certifications, and Statements of Bidders</i> ➤ Form HUD- 5369-B <i>Instructions to Offerors Non-Construction</i> |
| C * | Profile of Firm Form |
| D1-D3 * | <ul style="list-style-type: none"> ➤ <i>Section 3 Explanation</i> ➤ <i>Section 3 Policy, Procedure, & Compliance Form w/Instructions</i> ➤ <i>Section 3 Compliance Agreement</i> |
| E * | E-Verify Form – <i>Contractor's Affidavit</i> |
| F | <i>Agency Supplemental Instructions to Bidders & Contractors (SPIC)</i> |
| G | <i>Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so)</i> |
| G-1 | <i>form HUD-5370 (01/2014), General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i> |
| G-2 | <i>form HUD-5370-C (10/2006), General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i> |
| G-3 * | <i>form HUD 50071 (01/14), Certification of Payments to Influence Federal Transactions (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)</i> |
| G-4 * | <i>Standard Form LLL (Rev. 01/14), Disclosure of Lobbying Activities (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)</i> |
| G-5 * | <i>Proposal Cost Form/Bid Cost form</i> |
| H | <i>Agency Profile of Properties</i> |

INVITATION FOR BIDS (IFB) NO. 2025-04 PEST CONTROL SERVICES

FORM OF BID (ATTACHMENT A)

(This Form must be fully completed and placed under Tab No. 1 of the initial Step #1 "hard copy" tabbed bid submittal.)

(1) Instructions. Unless otherwise specifically required, the items listed below must be completed and included in the bid submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" bid submittal submitted by the bidder. Also, complete the following Statement's herein:

| (1) "X" = Item Included | (2) Tab No. | (3) Bid Submittal Item (One original signature copy of each document) |
|----------------------------------|-------------------|---|
| | 1 | Form of Bid (Attachment A) |
| | 2 | form HUD-5369 (Attachment B) |
| | 3 | <ul style="list-style-type: none"> ➤ Form HUD 5369-A Representation, Certifications and other Statements of Bidders (Attachment B) ➤ Form HUD 5369-B Instructions to Offerors, Non-Construction (Attachment B) ➤ Bid Compensation Form. Contractor's proposed cost to HHA (Attachment G-5) |

(2) Debarred Statement. Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama?

Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(3) Disclosure Statement. Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency?

Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(4) Felony Disclosure. Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status. PLEASE NOTE: The Agency reserves the right to not make award to any bidder that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

Failure to complete this Section shall, pursuant to the aforementioned law listed within this Section, cause the Agency to deem that firm non-responsive and to not be considered for award.

INVITATION FOR BIDS (IFB) NO. 2025-04 PEST CONTROL SERVICES

FORM OF BID (ATTACHMENT A)

(This Form must be fully completed and placed under Tab No. 1 of the initial Step #1 "hard copy" tabbed bid submittal.)

(5) Non-Collusive Affidavit. The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity 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 of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said bid are true.

(6) Bidder's Statement. The undersigned bidder he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if HHA discovers that any information entered herein to be false, such shall entitle HHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the bid submittal, and by entering and submitting the costs where provided, the undersigned bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by HHA, including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Form of Bid, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply HHA with the services described herein for the fee(s) entered within the areas provided within the noted form to this IFB.

Signature

Date

Printed Name

Name of Company _____

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

Instructions to Bidders for Contracts
Public and Indian Housing Programs

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help

contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that

bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168. (c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established

pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B-1
**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

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

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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals

have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

- (ii) As an authorized agent, does certify that the principals contracts exceeding \$100,000 named in subdivision (b)(2)(i) above have not participated, and will

not participate, in any action contrary to subparagraphs (a)(1) title 31, United States Code, are hereby incorporated by reference through (a)(3) above; and in paragraph (b) of this certification.

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remedy pursuant to the contract.

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to

(a) The definitions and prohibitions contained in Section 1352 of

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.
- (e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

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

as a small business under the criteria and size standards in 13 CFR 121.

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

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

(Check the block applicable to you)

| | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each

subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

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

The bidder certifies that:

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

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

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

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

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

13. Bidder's Signature

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

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

ATTACHMENT C
PROFILE OF FIRM FORM

(This Form must be fully completed and placed in the proposal submittal.)

PRIME_____

(This form must be completed by each prime contractor by making additional copies if necessary)

- (1) Name of Firm: _____
- (2) Address, City, State, Zip: _____
- (3) Telephone: _____ Fax: _____

Mobile: _____

Email: _____

- (4) Proposer Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

☐ Caucasian ☐ Public-Held ☐ Government ☐ Non-Profit American (Male) Corporation Agency
Organization

_____ % _____ % _____ % _____ %

Resident – (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one of more of the following:

☐ Resident- ☐ African ☐ Native ☐ Hispanic ☐ Asian/Pacific ☐ Asian/Indian

Owned American American American American American _____ % _____ % _____ % _____ %
_____ % _____ %

☐ Woman-Owned ☐ Woman-Owned ☐ Disabled
(MBE) (Caucasian)

_____ %

_____ %

☐ Other

Veteran

_____ %

(Specify)

_____ %

WMBE Certification Number: _____

Certified by: _____ (Agency) (NOTE:

A CERTIFICATION / NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

- (5) Identify Principals/Partners in Firm (submit under **Tab No. 7** a brief professional resume for each):

| NAME | TITLE | % OF OWNERSHIP |
|------|-------|----------------|
| | | |
| | | |
| | | |
| | | |
| | | |

- (6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under **Tab No. 7** a brief resume for each. (Do not duplicate any resumes required above):

| NAME | TITLE |
|------|-------|
|------|-------|

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |

- (8) Federal Tax ID No. _____
- (9) DUNNS No. _____
- (10) Alabama Business License No. _____
- (11) State of _____ License Type and No.: _____
- (12) General Liability Insurance Carrier: _____ Policy
No. _____ Expiration Date _____
- (13) Worker's Compensation Insurance Carrier: _____
Policy No. _____ Expiration Date _____
- (14) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date _____
- (15) Debarred Statement: Has this firm or any principal(s) ever been debarred from provided any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama? ☐ Yes ☐ No
If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.
- (16) Disclosure Statement: Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of DHA? ☐ Yes ☐ No
If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.
- (17) **Non-Collusive Affidavit:** The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham proposal or bid or to refrain from proposing or 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 proposal or bid price of affiant or of any other proposer or bidder, to fix overhead, profit or cost elements of said proposal or bid price, or that any other proposer or bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bids are true.
- (18) **Verification Statement:** The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if DHA discovers that any information entered herein if false, that shall entitle DHA to not consider nor make or to cancel any award with the undersigned party.
- (19) **Code of Alabama §11-93-2. Maximum amount of damages recoverable against governmental entities; settlement or compromise of claims not to exceed maximum amounts.**

The recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to \$300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall

settle or compromise any claim for bodily injury, death or property damage in excess of the amounts herein above set forth. (Acts 1977, No. 673, p. 1161, §2.)

Signature

Date

Printed Name

Title

Section 3 Business Explanation

Be aware that the Agency previously conducted competitive solicitations that required responders to comply with the requirements of 24 CFR §135, *Economic Opportunities for Low- and Very Low-Income Persons* (a.k.a., Section 3).

However, early last year the U.S. Department of Housing and Urban Development (HUD) discontinued these former requirements and implemented the requirements of 24 CFR §5, 14, 75, 91, 92, 93, 135, 266, 570, 574, 576, 578, 905, 964, 983, and 1000, entitled *Enhancing and Streamlining the implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses*.

Accordingly, these new Section 3 regulations do not provide for a firm proposing to provide services to a housing agency to immediately submit any information pertaining to Section 3, including the new regulations do not provide for the granting of any preferences to Section 3 firms submitting bids. The Agency will advise all firms if these requirements change.



Huntsville Housing Authority - P.O. Box 486 35804-0486 - 200 Washington Street Huntsville, Alabama 35801 - O: (256) 532-5624 C: (256) 759-0295 - www.HUNTSVILLEHOUSING.ORG

SECTION 3 POLICY, PROCEDURES AND COMPLIANCE FORMS WITH INSTRUCTIONS

This packet is designed to comply with the New HUD Section 3 Final Rule issued September 29, 2020, and became effective November 30, 2020. Therefore, these documents and instructions are related to the “Hours Worked Benchmarks” as called for in the 24 CFR Part 75 regulation. Every contractor and sub-contractor (with the exception of professional services) are required to work toward meeting the prescribed benchmarks as indicated on the bottom of page 6 of this packet. There are no specific hiring or contracting goals under this new rule.

Most importantly, the rule does not require the hiring or contracting of any person or business that is not fully qualified to perform the work as would be charged. However, the rule makes clear that HUD is intent on ensuring Section 3 persons employed under the new rule receive measurable and sustainable employment. Therefore, Section 3 employees can be counted for up to five full years from the date of certification or hire respectively. HUD is expected to issue continued guidance on the new rule in the future so these documents may change in accordance with the rule.

If you should have any questions on this packet, please contact:

Lindsay Pollard
Section 3 Coordinator/Workforce Development lpollard@hsvha.org

Prepared: May 9, 2021

Governing Parts of the Section 3 Final Rule to this Recipient

Subpart A—General Provisions

- § 75.1 Purpose
- § 75.3 Applicability
- § 75.5 Definitions

Subpart B—Additional Provisions for Public Housing Financial Assistance 75.9
Requirements.

75.11 Targeted Section 3 worker for public housing financial assistance. 75.13 Section 3 safe harbor.

75.15 Reporting.

75.17 Contract provisions.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping and Compliance

75.29 Multiple funding sources. 75.31 Recordkeeping 75.33
Compliance

SECTION 3 REQUIREMENTS

Applicable to all contracts and agreements regardless of the dollar amount or contract duration

Background - Section 3 of the Housing and Urban Development Act of 1968 (Public Law 90-448, approved August 1, 1968) (Section 3) was enacted to bring economic opportunities generated by certain HUD financial assistance expenditures, to the greatest extent feasible, to low- and very low-income persons residing in communities where the financial assistance is expended. Section 3 recognizes that HUD funds are often one of the largest sources of Federal funds expended in low- and very low-income communities and, where such funds are spent on activities such as construction and rehabilitation of housing and other public facilities, the expenditure results in economic opportunities. By directing HUD-funded economic opportunities to residents and businesses in the community where the funds are expended, the expenditure can have the dual benefit of creating new or rehabilitated housing and other facilities while providing opportunities for employment and training for the residents of these communities.

The Section 3 statute establishes priorities for employment and contracting for public housing programs and for other programs that provide housing and community development assistance. For example, the prioritization as it relates to public housing assistance places an emphasis on public housing residents, in contrast to the prioritization as it relates to housing and community development assistance, which places more emphasis on residents of the neighborhood or service area in which the investment is being made.

[Continues Next Page](#)

Huntsville Housing Authority Internal Hiring Procedure

The state of Alabama has a restriction on the use of prior salary or compensation information and the requesting of such information relating to employment. That law is referenced below and that language may cause or create a conflict with the requirements of Section 3 to certify that a person hired is actually Section 3, what category of Section 3 they are, or are not Section 3 at all. The Benchmarks (referenced on page 8 below) will be very difficult, if not impossible, to attain if the prior salary information is not available in all cases. Certainly, a more unreasonable burden will be placed upon this HUD funds recipient as a direct result of this state law. So, to the extent where it is deemed unlawful for the Huntsville Housing Authority or its contractors to qualify a person for employment, training, or contracting because their prior employment salary history cannot be learned or considered for certification, the overall agency compliance will be less than prescribed by the HUD benchmarks. Only if the new employees' new annualized income meets the 80% low-income threshold for being considered Section 3, will any compliance be requested of new hires, trainees, or contractors.

HB225 - This act shall be known as the Clarke-Figures Equal Pay Act.

ENROLLED, An Act, relating to wages; to prohibit an employer from paying any of its employees at wage rates less than those paid to employees of another sex or race for equal work unless a wage differential is based upon one or more specified factors. BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

(b) An employer shall not refuse to interview, hire, promote, or employ an applicant for employment, or retaliate against an applicant for employment because the applicant does not provide wage history. Wage history means the wages paid to an applicant for employment by the applicant's current or former employer.

Read the full Act: <http://alisondb.legislature.state.al.us/ALISON/SearchableInstruments/2019RS/PrintFiles/HB225enr.pdf>

Huntsville Housing Authority Contracting Procedure

For all advertised contracts let by the authority, the responsible staff will include the Section 3 Business Self Certification form and the Section 3 Individual Low-Income Self Certification form (with no income limit area) with the bid package (virtually and paper) allowing each respondent to identify themselves and their business accordingly. The completion of the forms will remain voluntary and at the respondents' discretion.

Once all responses have been received and reviewed, the most desirous and qualified business will be progressed through the contracting process. The Section 3 status of the respondent will be considered only after the "Most Qualified and Advantageous" respondent has been determined. Please note that due to that conflict with Alabama State Law HB225 - This act shall be known as the Clarke-Figures Equal Pay Act, there will be an area for contractors to confirm they meet any HUD income limit for Section 3 business owners for persons working for Section 3 business owners. So again, meeting the Section 3 Business Concern definition will be difficult to impossible, though we still encourage contractors to recruit, train, and hire as many HHA residents and voucher holders as possible. At a minimum, contractors should provide notice to the Section 3 coordinator so some outreach can be executed for any created or available employment opportunities.

If there are multiple and equally qualified businesses, the Section 3 status and category of the business will be considered. The business with the highest Section 3 priority, based on the 24CFR Part 75.9 (b)(2) will be awarded the contract. All other applicable procurement laws will be adhered to relative to contracting amounts. All advertisements for contracts with the authority will carry this wording: "This opportunity is covered under Section 3 of the HUD Act of 1968"

ATTACHEMENT D-2

Huntsville Housing Authority Internal Resident Training Procedure

For all resident training offered by the authority and its contractors, the staff will include the Section 3 Individual Low-income Person Self Certification form with the training notice or, upon the first day of training (virtually and paper), allowing each prospective trainee to identify themselves accordingly as public housing or Section 8. The completion of the form will NOT be voluntary as the prospective trainees will be allowed to attend based on their prioritization in the 24CFR Part 75.9(a)(2).

If the training is being paid for with HUD Public Housing financial assistance, the training will be limited to authority residents and potentially voucher holders only.

All advertisements for training with the authority will carry this wording: "This opportunity is covered under Section 3 of the HUD Act of 1968."

§ 75.1 Purpose

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

§ 75.3 Applicability.

(a) General applicability. Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) Public housing financial assistance. Public housing financial assistance means:

- (i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);
- (ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) Contracts for materials. Section 3 requirements do not apply to material supply contracts.

(d) Other HUD assistance and other Federal assistance. Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

§ 75.5 Definitions.

The terms HUD, Public housing, Public Housing Agency (PHA), and are defined in 24 CFR part 5. The also apply to this part: 1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq. Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period: (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
 - (ii) Over 75 percent of the labor hours performed for the business over the prior three- month period are performed by Section 3 workers; or
 - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Public housing project

Section 3 project means a project defined in § 75.3(a)(2).

- (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- (ii) The worker is employed by a Section 3 business concern.
- (iii) The worker is a YouthBuild participant.

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(2) The status of a Section 3 worker shall not be negatively affected by a prior

Section 3 worker means:

Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- (ii) The worker is employed by a Section 3 business concern.
- (iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service Area or the Neighborhood of the project This definition

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Sub-recipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in § 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

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§ 75.9 Requirements - (a) Employment and Training.

(1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers.

(2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (a)(1) of this section in the following order of priority:

(i) To residents of the public housing projects for which the public housing financial assistance is expended; (ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;

(iii) To participants in YouthBuild programs; and

(iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(b) Contracting. (1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:

(i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;

(ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance; (iii) To YouthBuild programs; and

(iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

§ 75.11 Targeted Section 3 worker for Public Housing Financial Assistance.

(a) Targeted Section 3 worker. A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) A resident of public housing or Section 8-assisted housing;

(ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or

(iii) A YouthBuild participant.

§ 75.13 Section 3 Safe Harbor. *(See Benchmarks at the bottom of page 10)*

(a) General. Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(1) Certify that they have followed the prioritization of effort in § 75.9; and

(2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

§ 75.15 Reporting. *(See Benchmarks at the bottom of page 10)*

(a) Reporting of labor hours. (1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD:

- (i) The total number of labor hours worked;
- (ii) The total number of labor hours worked by Section 3 workers; and
- (iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked with public housing financial assistance in the fiscal year of the PHA or other recipient, including labor hours worked by any contractors and subcontractors that the PHA or other recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) PHAs and other recipients reporting under this section, as well as contractors and subcontractors who report to PHAs and recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the PHA, other recipient, contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) PHAs and other recipients may report on the labor hours of the PHA, the recipient, a contractor, or a subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) Additional reporting if Section 3 benchmarks are not met.

If the PHA's or other recipient's reporting under paragraph (a) of this section indicates that the PHA or other recipient has not met the Section 3 benchmarks described in § 75.13, the PHA or other recipient must report in a form prescribed by HUD on the qualitative nature of its Section 3 compliance activities and those of its contractors and subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.
- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

§ 75.15 Continued - (b) Additional reporting if Section 3 benchmarks are not met.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) Reporting frequency. Unless otherwise provided, PHAs or other recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

(d) Reporting by Small PHAs. Small PHAs may elect not to report under paragraph (a) of this section. Small PHAs that make such election are required to report on their qualitative efforts, as described in paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

§ 75.17 Contract provisions.

(a) PHAs or other recipients must include language in any agreement or contract to apply Section 3 to contractors. (b) PHAs or other recipients must require contractors to include language in any contract or agreement to apply Section 3 to subcontractors.

(c) PHAs or other recipients must require all contractors and subcontractors to meet the requirements of § 75.9, regardless of whether Section 3 language is included in contracts.

§ 75.29 Multiple Funding Sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to § 75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

- (i) The total number of labor hours worked on the project;
- (ii) The total number of labor hours worked by Section 3 workers on the project; and
- (iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

[Continues Next Page](#)

§ 75.31 Recordkeeping.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;

(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;

(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs; (B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

Benchmarks - For Section 3 projects, the proposed benchmark notification set the same benchmarks but with regards to the project itself rather than the recipient's fiscal year. The proposed benchmark notification provided that recipients would meet the safe harbor in the new §75.13 by certifying to the prioritization of effort in the new §75.9 and meeting or exceeding Section 3 benchmarks for total number of labor hours worked by Section 3 workers and by Targeted Section 3 workers. The benchmark for Section 3 workers was set at 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers was set at 5 percent or more of the total number of labor hours worked by all workers on a Section 3 project. **Simply stated, the contract needs to meet these two benchmarks in order to be in compliance.**

Section 3 Workers Labor Hours = 25%

Total Labor Hours for the Project

Section 3 Targeted Workers Labor Hours = 5%

Total Labor Hours for the Project

SECTION 3 BUSINESS SELF-CERTIFICATION FORM

(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

| <u>Section 3 Business Category</u> | <u>Additional Required Data</u> | <u>Mark an "X" on Your Election</u> |
|---|---|-------------------------------------|
| It is at least 51 percent owned by low- or very low-income persons; | Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners | |
| Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or | Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification for all low- and very low-income workers you list | |
| It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8 assisted housing. | Proof of ownership showing all owners and their percentages and a Section 3 Individual Self Certification form for all public housing and/or Section 8 owners | |

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business

| | | |
|--|----------------|--------------|
| Signature: | | Date Signed: |
| Print Name: | Title: | |
| Company Name: | Signers Email: | |
| Address | | |
| Telephone Number | | |
| Type of Business: (Check One): <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other | | |

SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM

(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD

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income limits for the year before they were hired, or, the individuals current year income annualized for the year you are being confirmed as low-income.

Printed Name: _____

 Street Address (Not a PO Box) Apt# City State Zip

Phone #: _____ Email: _____

To qualify as a Section 3 Person, you must meet one of the standards on the left side box and your income not exceed the number in the right-side box below.

Check only one line below that describes your housing situation:

- ☐ I am a Public Housing Resident or Section 8 Assists me with my rent, or I am a current YouthBuild participant
- ☐ I receive No HUD support, but I am low-income and live in the City of Huntsville, Madison County including a 10-mile overlap into Limestone County

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income is as shown above, and that proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual. Finally, I authorize including my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me directly for any employment opportunities.

 Signature

 Date

HUNTSVILLE HOUSING AUTHORITY SECTION 3 HOURS WORKED REPORTING FORM

(In compliance with Section 3 of the HUD Act of 1968 Updated 24 CFR Part 75 11/30/2020)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 tracking of hours worked by all person's employed by your company on the _____ contract including those meeting the Section 3 income requirements as low- or very low-income. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the

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individuals current year income annualized for the year you are confirming they are low-income. If your company employs any person, you believe is low income now or was when they were hired within the past five years, please have them complete the "SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM" and return it to the GC immediately. Please keep in mind the objective and the HUD benchmark requirements for this project are:

- 25% of the total labor hours worked by everyone employed under the project must be worked by Section 3 Workers (Defined as the low and very low-income people in your project service area) And
- 5% of the total labor hours worked by everyone employed under the project must be worked by Targeted Section 3 Workers (Defined as Public Housing and Section 8 Assisted persons in your project service area)

Therefore, we are interested in identifying as many people Section 3 workers as possible that will allow us to count their hours toward the benchmarks. However, all hours worked by everyone on the project must be reported monthly to:

Lindsay Pollard

Section 3 Coordinator/Workforce Development lpollard@hsvha.org or O:

(256) 532-5624 C: (256) 759-0295

Official Hours Worked for the Period of _____ 2025 - _____ 2025

Total Hours Worked by all Non-Section 3 staff _____

Total Hours Worked by All Section 3 staff Targeted and Non-Targeted _____

Please list the names and hours worked by each Section 3 Worker individually below or on a separate sheet.

| First Name | Last Name | Total Hours This Period Only |
|------------|-----------|------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

SECTION 3 COMPLIANCE AGREEMENT
RETURN WITH QUOTE

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 24 CFR Part 75 (Section 3).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 24 CFR Part 75 (Section 3). The purpose of Section 3 is to bring about economic opportunities generated by certain HUD financial assistance expenditures, to the greatest extent feasible, be directed to low and very low-income persons residing in communities where the financial assistance is expended, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75. The contractor and any subcontractor(s) shall electronically provide to HHA documentation of their good faith efforts to comply with the contract and workforce participation goals of this project. This would include but not be limited to total number of hours worked on each job/project, weekly certified payroll, subcontract awards, and contract/subcontract payments. **All information shall be provided through ePrismSoft, a web-based compliance tracking system. This is mandatory and subject to contract payment.**
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**I the undersigned contractor have read the above Section 3 Clause will comply with HUD, 24 CFR Part 75 –
Section 3 Regulations.**

| | | |
|-----------|-------|------|
| Signature | Title | Date |
|-----------|-------|------|

ATTACHMENT E



CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with E-Verify, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of HHA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established with E-Verify. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by E-Verify. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Contractor: _____ I

hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires:

INVITATION FOR BIDS (IFB) No. 2025-04, Pest Control/Bed Bug/Termite Treatment Services

**Supplemental Instructions to Bidders & Contractors (SIBC)
Maintenance (IFB Attachment F)**

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**INVITATION FOR BIDS (IFB) No. 2025-04, Pest Control/Bed Bug/Termite Treatment
Services**

| |
|---|
| Supplemental Instructions to Bidders & Contractors (SIBC) Maintenance (IFB Attachment F) |
|---|

1.0 GENERAL CONDITIONS.

1.1 Applicability. If referred to within the text of such, this SIBC shall be applicable to all construction-related Invitation for Bids (IFB) solicitations that the Huntsville Housing Authority (hereinafter, "the Agency") conducts and shall be applicable to any contract that the Agency awards to or signs with any firm, agency or individual pursuant to that IFB. A copy of this SIBC shall be made available to any actual or prospective bidder, or Contractor who does business with or intends to do business with the Agency.

1.1.1 HUD Forms. Unless otherwise specified within the IFB or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this SIBC, the provision in the IFB or contract document shall govern. Further, in the case of any attached HUD forms, the information within such HUD form(s) shall govern over any other information issued, especially any information issued within any Agency-created forms that are issued as a part of this solicitation.

1.2 Definitions (pertaining to all IFB documents issued by the Agency pertaining to this IFB, including the attachments and the ensuing contract):

1.2.1 "Agency" is the Huntsville Housing Authority. Unless otherwise defined herein or within the ensuing contract, whenever the term "the Agency" is used without clearly designating a responsible Agency staff person, the bidder(s) shall assume that responsibility for that item rests with the CO.

1.2.2 "Bid" and/or "Bid Submittal" is the "hard copy" document that the bidder is required to, as detailed within the IFB document, deliver to the Agency.

1.2.2 "Contract" refers to the fully executed written agreement that ensues from the IFB. Whereas all IFB documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within the IFB documents such is referring to both the IFB documents and the ensuing contract document.

1.2.3 "Contracting Officer (CO)" - When named within an IFB document shall refer to either the ED or the person he/she has delegated such responsibilities to.

1.2.4 "Contractor" and the term "successful bidder" may be used interchangeably.

1.2.5 "Days" unless otherwise directed, shall refer to calendar days.

1.2.6 "ED" is the Agency Executive Director.

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- 1.2.7 "Herein" shall refer to all documents issued pursuant to the noted IFB, including the IFB documents and the attachments.
- 1.2.8 "HUD" is the United States Department of Housing and Urban Development. HUD is the Federal agency that the Agency receives some funding from; however, pertaining to this IFB, correspondences, including bid submittals, received from each bidder must exhaust all provisions contained herein prior to contacting HUD (i.e., in the case of a protest).
- 1.2.9 "IFB Document(s)" - Whether stated in the singular or the plural, such refers to the body of documents, including attachments and the information posted on the eProcurement Marketplace, that the Agency makes available to all prospective bidders wherein is detailed the Agency's requirements.
- 1.2.10 "Invitation for Bids" (IFB) is the competitive bid process allowed by HUD, especially as defined within Chapter 6 of HUD Procurement Handbook 7460.8 REV 2.
- 1.2.11 "Offer" is the bid submittal referred to within the following Section 1.2.14 that the bidder delivers to the Agency in response to the IFB.
- 1.2.12 "Offeror" or "Offerors" are the bidders.
- 1.2.13 "Parties" - When "the parties," "both parties" and/or "either party" is stated within the IFB documents or the contract, such refers to the Agency and the successful bidder(s).
- 1.2.14 "Protestant" is a prospective or actual bidder who feels that he/she has been treated inequitably by the Agency and wishes the Agency to correct the inequitable condition or situation. To be eligible to file a protest with the Agency pertaining to an IFB or contract, the protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e., registered and received the IFB documents).
- 1.2.15 "Prospective Bidder" or "Bidder" - A prospective bidder is a firm or individual who has been notified of the IFB solicitation and/or who has requested and/or received the IFB documents and is considering responding with a bid; a bidder is a firm or individual who has submitted a bid in response to the IFB. All terms and conditions shall apply equally to all prospective and/or actual bidders, though prospective bidders may not, after the deadline set for receiving bids, receive further notices pertaining to that IFB—meaning, certain notices (such as the Notice of Results of Evaluation) are typically only delivered to actual bidders and not to all prospective bidders.

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1.2.16 “Solicitation” or “Competitive Solicitation” is the IFB process detailed herein.

2.0 CONDITIONS TO BID.

2.1 Pre-qualification of Bidders. Prospective bidders will not be required to pre-qualify in order to submit a bid. However, all bidders will be required to submit adequate information showing that the bidder is qualified to perform the required work (i.e., Profile of Firm Form and required resumes). Failure by the prospective bidder to provide the requested information may, at the Agency’s discretion, eliminate that bidder from consideration, provided that all bidders were required to submit the same information as a part of the IFB process (in the case of a successful bidder(s), these requirements shall also apply in the context of the successful bidder or bidders).

2.2 IFB Forms, Documents, Specifications, and Drawings.

2.2.1 It shall be each prospective bidder’s responsibility to, prior to submitting a bid in response to the IFB, examine carefully and as may be required, properly complete and submit all documents issued pursuant to this IFB.

2.2.2 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

2.2.3 The Agency shall reserve the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued; such notice shall be delivered in writing to each prospective and/or actual bidder. Such changes that are issued before the deadline for receipt of bids shall be binding upon all prospective bidders. Such changes that are issued after the receipt of bids, but prior to award shall be binding upon all parties that have submitted bids; however, such parties shall be allowed to reject such changes by, within 5 days of receipt of such written notice, withdrawing his/her bid. Such withdrawal must be delivered, in writing, to the CO within the 5-day deadline period.

2.3 Bid Preparation, Submission, and Receipt by the Agency.

2.3.1 Required Forms. All required forms furnished by the Agency as a part of the IFB document issued shall, as instructed, be fully completed, and submitted, by the bidder. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the bidder must “edit” the form back to its original

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form (for example, signature lines must appear on the page the line was originally intended to be on).

- 2.3.1 Manner of Submission.** The bid submittal shall be submitted in the manner detailed within the IFB document. Failure to submit the bid in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that bid, and may, at the discretion of the CO, eliminate that bidder from consideration for award.
- 2.3.2 Time for Receiving Bids.** Bids received prior to the time set as the deadline for the receipt by the Agency of the bid submittal shall be securely kept, unopened, by the Agency. The CO, whose duty it is to open such bids, will decide when the specified time has arrived. No bid received after the designated deadline shall be considered, except as detailed within Section No. 6 of *form HUD-5369-B, Instructions to Offerors Non-Construction (8/93)*, attached hereto.
- 2.3.3.1** Bidders are cautioned that any bid submittal that may be time-stamped as being received by the Agency after the exact time set as the deadline for the receiving of bids shall be returned unopened to the bidder. Any such bids inadvertently opened shall not be considered but shall be ruled to be invalid. No responsibility will attach to the Agency or any official or employee thereof, for the pre-opening of, or the failure to open a bid not properly addressed and identified.
- 2.3.4 Public Opening of Bids.** Pursuant to the IFB process, bids shall be publicly opened at the day and time published in the IFB documents. At the bid opening, only the name of the company and the pertinent cost information will be read aloud (for instance, in the case of bids with multiple line items in a number that it is not realistic to read all item, only the actual or calculated total may be read. The full determination of responsiveness (i.e., minimum compliance with the requirements of the IFB) and responsibility will be conducted by an Agency official in private after the public bid opening. Persons other than Agency staff involved in this process are not allowed to be present during the responsive and responsibility evaluations, nor may they at inspect the bids until after award has been completed.
- 2.3.5 Withdrawal of Bids.** Bids may be withdrawn as detailed within Section No. 6 of *form HUD-5369-B, Instructions to Offerors Non-Construction (8/93)* (pertaining to non-construction-related issues), attached hereto. Negligence on the part of the bidder in preparing his/her bid confers no right of withdrawal or modification of his/her bid after such bid has been received and opened.

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2.3.6 Conflicting Conditions. Any provisions detailed within any of the IFB documents which may be in conflict or inconsistent with any of the paragraphs in any of the other IFB documents, including attachments, shall be void to the extent of any such conflict or inconsistency. Further, as stated within Section 1.1.1 of this SIBC, unless otherwise specified within the IFB or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this SIBC, the provision in the IFB or contract document shall govern.

2.3.7 Interpretations. No official oral interpretation can be made to any bidder as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this IFB. Every request for an official interpretation shall be made by the prospective bidder, in writing, pursuant to the schedule set within the IFB document issued and as directed by the Agency. Official interpretations will be issued in the form of addenda, which will be delivered to each bidder; but it shall be the prospective bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the IFB documents and the proposed contract with the successful bidder and all bidders shall be bound by such addenda, whether or not received by the prospective or successful bidder(s).

2.4 Exceptions to Specifications.

2.4.1 A bidder may take exception to any of the bid documents, or any part of the information contained therein, by submitting, in writing to the CO, at least 10 days prior to the bid deadline, a complete and specific explanation as to what he/she is taking exception to. Proposed alternate documents or information must also be included. A response by the Agency will be issued in writing within 5 days of receipt of such exception request. The Agency reserves the right to agree with the prospective bidder and issue a revision to the applicable IFB requirements or may reject the prospective bidder's request.

2.4.2 When taking exception, prospective bidders must bid services that meet the requirements of the IFB documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-bid conference (if scheduled). All verbal instructions issued by the Agency officers not already listed within the IFB documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

2.5 Lump Sum Cost Breakdown (LSCB).

2.5.1 The Agency reserves the right to, at any time, request and receive from any or all bidders a LSCB of any or all the costs bided. The bid documents

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constitute an outline of the work to be completed by the bidder. These documents are intended to include all major items, and the lump sum cost breakdown computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the bidder in order to comply with the bid documents in their present form, whether or not indicated in the approximate quantities or pertaining to the items of work as listed.

2.5.1.1 The purpose of this LSCB will serve the Agency in two distinct areas:

2.5.1.1.1 Prior to award of Bids. The Agency may request a LSCB for any or all items reflected within the IFB document as “lump sum” for the purpose of determining an unbalanced cost bid. The CO, using acceptable methods dictated by the industry, shall conduct the analysis.

2.5.1.1.2 After Award. The Agency may request a LSCB for any or all items reflected within the IFB document as “lump sum” for the purpose of making partial payments to the successful bidder.

2.5.1.1.3 Increase/Decrease. Under no circumstances, may any cost item reflected as “lump sum” be increased and/or decreased as a result of the LSCB analysis.

3.0 BID EVALUATION.

3.1 Bid Opening Results. It is understood by all bidders/prospective bidders that the bids received will be publicly opened and read aloud and the results will immediately be a matter of public record; meaning, the Agency will record all bids on a bid tabulation form and make such tabulation available to any person upon request.

3.1.1 Bid documents submitted by the bidders shall not be a matter of public record until after award has been completed. The Agency shall, however, upon request, verify that the bid documents submitted are/were acceptable.

3.2 Award of Bid(s). The successful bidder shall be determined as the responsive and responsible bidder who submits the lowest actual or calculated cost as detailed with the IFB, as long as he/she is able to deliver the specified items in a timely manner and it is, in the opinion of the Agency, to the best interests of the Agency to accept the bid. All bidders will be notified in a timely manner of the results of the evaluation after award has been completed.

3.3 Rejection of Bids.

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- 3.3.1** The Agency reserves the right to, at any time during the bid process, reject any or all bids received. In the case of rejection of all bids, the Agency reserves the right to advertise for new bids or to proceed to do the work otherwise, if in the judgment of the Agency, the best interest of the Agency will be promoted.
 - 3.3.2** Prospective bidders acknowledge by downloading and receiving the IFB documents and/or by submitting a bid that the submission of a bid to the Agency is not a right by which to be awarded that bid, but merely an offer by the prospective bidder to perform the requirements of the IFB documents in the event the Agency decides to consider an award to that bidder.
- 3.4 Cancellation of Award.** The Agency reserves the right to, without any liability, cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.
- 3.5 Mistake in Bid Submitted.**

 - 3.5.1** A request for withdrawal of a bid due to a purported error need not be considered by the Agency unless the same is filed in writing by the bidder within 48 hours after the bid deadline (bidders may of their own volition withdraw a bid prior to the bid deadline). Any such request shall contain a full explanation of any purported error and shall, if requested by the Agency, be supported by the original calculations on which the bid was computed, together with a certification and notarization thereon that such computation is the original and prepared by the bidder or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as the Agency retains the right to accept or reject any bid withdrawal for a mistake.
 - 3.5.2** Unless otherwise prohibited within the IFB documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at the Agency's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the CO, for his/her review. This mistake must be corrected before the issuance of contract documents.
- 3.6 Irregular Bid Submittal.** A bid shall be considered irregular for any one of the following reasons, any one or more of which may, at the Agency 's discretion, be cause for rejection:

 - 3.6.1** If the forms furnished by the Agency are not used or are altered or if the bid costs are not submitted as required and where provided (especially within the eProcurement Marketplace).

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- 3.6.2 If all requested completed attachments do not accompany the bid submitted.
- 3.6.3 If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning or give the bidder submitting the same a competitive advantage over other bidders.
- 3.6.4 If the bidder adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.
- 3.6.5 If the individual Pricing Items submitted by a specific bidder are unbalanced in the sense that the listed price of any cost item departs by more than 25% from the Agency's cost estimate for that item.
- 3.7 Disqualification of Bidders.** Any one or more of the following shall be considered as sufficient for the disqualification of a bidder and the rejection of his/her bid:

 - 3.7.1 Evidence of collusion among prospective or actual bidders. Participants in such collusion will receive no recognition as bidders or bidders for any future work of the Agency until such participant shall have been reinstated as a qualified bidder or bidder. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
 - 3.7.2 More than one bid for the same work from an individual, firm, or corporation under the same or different name(s), unless such was specifically allowed by the Agency within the bid documents issued, including by addendum.
 - 3.7.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant, and/or other resources.
 - 3.7.4 Documented unsatisfactory performance record as shown by past work for the Agency or with any other local, Commonwealth, or Federal agency, judged from the standpoint of workmanship and progress.
 - 3.7.5 Incomplete work, which in the judgment of the Agency, might hinder or prevent prompt completion of additional work, if awarded.
 - 3.7.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.
 - 3.7.7 Failure to comply with any qualification requirement of the Agency.

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- 3.7.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by the Agency) who will be employed by the successful bidder(s) to complete the work of the bid contract.
- 3.7.9 As required by the IFB documents, failure of the successful bidder to be properly licensed by the Commonwealth of Virginia and/or to be insured by a general liability and/or worker's compensation policy.
- 3.7.10 Any legal reason to be determined, in good faith, to be in the best interests of the Agency.

3.8 Burden of Proof. If requested by the Agency, it shall be the responsibility of the bidder(s) to furnish the Agency with sufficient data or physical samples, within a specified time, so that the Agency may determine if the goods or services offered conform to the Specifications.

4.0 RIGHT TO PROTEST.

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

4.1.1 An alleged aggrieved "protestant" is a prospective or actual bidder who feels that he/she has been treated inequitably by the Agency and wishes the Agency to correct the alleged inequitable condition or situation. To be eligible to file a protest with the Agency pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e., registered and received the IFB documents) when the alleged situation occurred. The Agency has no obligation to consider a protest filed by any party that does not meet these criteria.

4.2 Administrative Powers. It is totally within the administrative powers of the ED to grant or deny any requests for administrative appeal. If, in the opinion of the ED, the alleged aggrieved protestant merits an administrative review, the ED shall direct that alleged aggrieved protestant to submit additional data.

4.3 Procedure to Protest. An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve the Agency from accepting or considering that protest:

4.3.1 The alleged aggrieved protestant must file, in writing, to the CO the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference)

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what action by the Agency or condition is being protested as inequitable, making, where appropriate specific reference to the IFB documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve the Agency from any responsibility to consider the protest and take any corrective action.

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

4.3.2.1 The deadline for receiving bids; or,

4.3.2.2 Receipt of notification of the results of the evaluation or the award; or

4.3.2.3 The alleged aggrieved protestant knows or should have known the facts.

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

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

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

4.3.5.1 The alleged aggrieved protestant must file, in writing, his/her request for an administrative hearing, to the ED, within 5 days of receipt of the written opinion and decision and failure to do so within such 5 days shall relive the Agency of any responsibility to consider such request.

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- 4.3.5.2 The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.
- 4.3.5.3 It shall be within the administrative powers of the ED to, after review of the request submitted, grant, or deny any request for administrative appeal.
- 4.3.5.4 If the ED, after complete review of the alleged aggrieved protestant's written request and supporting data, decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.
- 4.3.5.5 If the ED, after review of the alleged aggrieved protestant's written request, decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all bids submitted and a copy of the original written protest, to the Agency Legal Counsel for consideration. The Agency Legal Counsel shall issue to the alleged aggrieved protestant a decision, in writing, within 10 days of his/her receipt of such documents.
- 4.3.5.5 Such written decision delivered to the alleged aggrieved protestant shall exhaust the Agency internal protest and administrative appeal process available to the alleged aggrieved protestant.

5.0 DISPUTED BILLINGS (CHARGES).

5.1 Procedures. In addition to the procedures detailed within Section No. 7 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for non-Construction Contracts, Section I - (With or without Maintenance Work*, attached hereto, in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

- 5.1.1 The Agency's representative shall, within 10 days after the Agency's receipt of such billing, formally notify the Contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

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- 5.1.2 If such dispute cannot be resolved by the Contractor's response, within 10 days after such notification is given, the CO and the Contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.
- 5.1.3 If the CO and the Contractor's representative are unable to resolve the dispute through such discussion within 10 days, the Agency shall, within 10 days thereafter, either (herein, "appropriate" at the sole decision and discretion of the Agency):
 - 5.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the appropriate District Court in the Commonwealth of Virginia; or,
 - 5.1.3.2 Not pay the disputed charge and submit the matter to the appropriate district court in the Commonwealth of Virginia; or,
 - 5.1.3.3 Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate District Court in the Commonwealth of Virginia.

6.0 ADDITIONAL CONSIDERATIONS.

6.1 Right of Joinder.

- 6.1.1 Any political subdivision within the Commonwealth of Virginia may be granted the privilege of joining the awarded contract, only at the option of the successful bidder. If the successful bidder so grants such a privilege, the terms and conditions of the IFB documents, including the ensuing contract, may be passed on to the joining political subdivision by the successful bidder.
- 6.1.2 The successful bidder shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the successful bidder allows another political subdivision to join the Agency contract, it is expressly understood that the Agency shall in no way be liable for the joining political subdivision obligations to the successful bidder in any manner whatsoever.

6.2 Non-Escalation. Unless otherwise specified within the IFB documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

6.3 Funding Restrictions and Order Quantities. The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:

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- 6.3.1 Funding is not available; or,
 - 6.3.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 6.3.3 The Agency's requirements in good faith change after award of the contract.
- 6.4 **Required Permits.** Unless otherwise stated in the IFB documents, all local, Commonwealth, or Federal permits which may be required to provide the services ensuing from award of this IFB, whether or not they are known to either the Agency or the bidders at the time of the bid submittal deadline or the award, shall be the sole responsibility of the successful bidder and any costs submitted by the bidder shall reflect all costs required by the successful bidder to procure and provide such necessary permits.
- 6.5 **Taxes.** All persons doing business with the Agency are hereby made aware that the Agency is exempt from paying Virginia Commonwealth Sales and Use Taxes and Federal Excise Taxes. A Letter of Tax Exemption will be provided upon request.
- 6.6 **Government Standards.** It is the responsibility of the prospective bidder to ensure that all items and services bid conform to all local, Commonwealth, and Federal laws concerning safety (OSHA) and environmental control (EPA and Virginia DEP) and any other enacted ordinance, code, law, or regulation. The successful bidder shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given, to the successful bidder for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.
- 6.7 **Freight on Bill and Delivery.** All costs submitted by the successful bidder shall reflect the cost of delivering the bidded items and/or services to the location(s) specified within the IFB documents or within the executed contract.
 - 6.7.1 The successful bidder agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful bidder. Upon default, the successful bidder agrees that the Agency may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 6.8 **Communication.** If during the period of the contract, it is necessary that the Agency place toll or long-distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the successful bidder will bear the charge or expense for all such calls and/or telegrams.

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- 6.9 Work on Agency Property.** If the successful bidder's work under the contract involves operations by the successful bidder on Agency premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful bidder, its agents, employees, or subcontractors.
- 6.10 Estimated Quantities.** Unless otherwise indicated within the IFB documents, the quantities reflected within the IFB documents, to the best of the Agency's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by the Agency under the finalized contract; but, pursuant to all IFB documents, these quantities will be used as calculation figures to determine the successful bidder.
- 6.11 Warranty.**
- 6.11.1** The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above-mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.
- 6.11.1** The liability of the successful bidder to the Agency (except as to title) arising out of the furnishing of the services or of its use under the terms of the contract shall not exceed the correcting of the defect(s) in the services as provided under the contract, and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose.
- 6.12 Official, Agent and Employees of the Agency Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Agency in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 6.13 Subcontractors.** Unless otherwise stated within the IFB documents, the successful bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the CO.
- 6.14 Salaries and Expenses Relating to the Successful Bidders Employees.** Unless otherwise stated within the IFB documents, the successful bidder shall pay all salaries

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and expenses of, and all Federal, Social Security taxes, Federal and Commonwealth Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful bidder further agrees to comply with all Federal, Commonwealth, and local, wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

- 6.15 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including attorneys' fees, in a reasonable amount, to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 6.16 Independent Contractor.** Unless otherwise stated within the IFB documents or the contract, the successful bidder is an independent Contractor. Nothing herein shall create any association, agency, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 6.17 Severability.** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 6.18 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 6.19 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 6.20 Limitation of Liability.** In no event shall the Agency be liable to the successful bidder for any indirect, incidental, consequential, or exemplary damages.
- 6.21 Indemnity.**
- 6.21.1** The successful bidder shall protect, indemnify and hold the Agency, its officers, employees, agents, consulting engineers and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the Agency, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the Agency, its officers, employees, agents, consulting engineers or other retained consultants such as:

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- 6.21.1.1** as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the successful bidder, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder; or
- 6.21.1.2** as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or
- 6.21.1.3** through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed, or installed so as to give rise to a claim; or
- 6.21.1.4** because of any claim or amount recovered under the Virginia “Industrial Insurance Act”, or any other law, ordinance, or decree, which claim, or recovery, arose out of or is attributable to any act or failure to act on the part of the successful bidder in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the successful bidder under and by virtue of this contract which is considered necessary by the Agency for such purpose, may be retained by the Agency for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney’s fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the Agency provided, however, that money due the successful bidder will not be withheld when the successful bidder produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required.
- 6.21.2** In this connection, it is expressly agreed that the successful bidder shall, at its own expense, defend the Agency, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the successful bidder has indemnified the Agency, its officers, employees, agents, consulting engineers and other retained consultants against, and if the successful bidder shall fail to do so, the Agency shall have the right, but

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not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful bidder including attorney's fees and court costs; provided, however, that if the forum in which such claim suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder, the Agency shall reimburse the successful bidder for all, or the indemnified party's proportionate share, as the case may be, of the costs of such defense.

6.21.2 Reimbursement to the successful bidder by the Agency, in whole or in part, for the costs of protecting traffic shall not serve to relieve the successful bidder of its responsibility as set forth in the IFB documents.

6.21.3 The successful bidder guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

6.22 Lobbying Certification. By proposing to do business with the Agency or by doing business with the Agency, each bidder certifies the following:

6.22.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of an Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

6.22.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

6.22.3 The successful bidder shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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- 6.22.4** This clause is a material representation of fact upon which reliance was placed when the award was made or entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
- 6.23** **2 CFR §200.326, Appendix II, *Contract Provisions For Non-Federal Entity Contracts Under Federal Awards*.** Pursuant to this CFR, as issued by the Office of the U.S. Secretary of HUD, the Agency, and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this RFP will include the following clauses, whether actually inserted or by reference:
- 6.23.1 Remedies for Contractor Breach.** Pertaining to contract-related issues, it is the responsibility of both the Agency and the Contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract the Agency or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the Agency has the right to issue unilateral addendums to this contract, but the Contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the Agency shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the Agency shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:
- 6.23.1.1** If the Contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Section No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for non-Construction Contracts, Section I - (With or without Maintenance Work)*, attached hereto, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.
- 6.23.1.2** Prior to termination, the Agency may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Agency shall maintain in the contract file a written record of any such warning detailing

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all pertinent information. If the Contractor does not agree with such action, the Contractor shall have 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).

6.23.1.3 After termination, if the Contractor does not agree with the Agency's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).

6.23.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.

6.23.2 Termination for Cause and Convenience. For all contracts in excess of \$10,000, as detailed within Section No. 3 of Contract Appendix No. 1, form HUD-5370-C (01/2014), *General Conditions for non-Construction Contracts, Section I - (With or without Maintenance Work*, attached hereto. In addition to the immediate-foregoing, if the Agency terminates the Contractor for convenience, the Agency is obligated to, as detailed within Section 11.6.C.2 of HUD Procurement Handbook 7460.8 REV 2, negotiate with and pay to the Contractor a "reasonable allowance for profit" for the remainder of the contracted period.

6.23.3 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6.23.4 Davis-Bacon Act, as amended (40 U.S.C.3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C.3141-3144, and 3146-3148)

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as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors [are] required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors [are] required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland “Anti-Kickback” Act (40 U.S.C. 3145)**, **as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”)**. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 6.23.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or *contracts for transportation or transmission of intelligence*.
- 6.23.7 Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or

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subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- 6.23.8 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 6.23.9** Mandatory standards and policies relating to **energy efficiency** which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 6.23.10 Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 6.23.11 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 6.23.12 §200.322 Procurement of recovered materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

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guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6.24 Additional Federally Required Orders/Directives. Both parties agree that they will comply with the following laws and directives that the Agency has received from HUD and that these same clauses will be a part of any contract that ensues as a result of this IFB:

6.24.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

6.24.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

6.24.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

6.24.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

6.24.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

6.24.6 HUD Information Bulletin 909-23 which is the following:

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6.24.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

6.24.6.2 Clean Air and Water Certification; and

6.24.6.3 Energy Policy and Conversation Act.

6.24.7 The mentioned herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party.

**AGREEMENT BY AND BETWEEN
HUNTSVILLE HOUSING AUTHORITY AND**

[REDACTED]

THIS AGREEMENT (Agreement) is made between Huntsville Housing Authority (hereinafter referred to as HHA) a public corporation with its principal office located at 200 Washington Street, Huntsville, Alabama, 35801, and . (hereinafter referred to as Contractor) with its principal office located at [REDACTED].

WHEREAS, HHA extended an Invitation for Bids (IFB) No. [REDACTED] to interested qualified companies to provide labor, material and equipment [REDACTED]; and

WHEREAS, HHA has received bids [REDACTED]; and

WHEREAS, Contractor submitted the most responsive and responsible bid to said IFB, which appears to be in conformity with the needs of HHA.

NOW, THEREFORE, in consideration of the mutual covenants between the parties herein provided, the parties do agree to the following terms and conditions:

1. SCOPE OF SERVICES

1.1 Contractor shall in accordance to the terms, provisions, and specifications provided in this Agreement, HHA's IFB, and IFB attachments, all labeled as **Exhibit A**, attached hereto, and incorporated herein by reference as though fully set forth. In the case of any discrepancy between this agreement, the IFB, and the IFB attachment documents, the requirement(s) detailed within the body of this agreement shall take first precedence, then the requirement(s) detailed within each of the IFB, and the IFB's attachment documents.

1.2 Contractor's responsibility will terminate when all work has been completed, the final inspections made, and the work is accepted by the authorized HHA contract administrator in the manner defined by this Agreement. At all times during the performance of this Agreement until work is completed and accepted, the Contractor shall either directly superintend the work or assign and have on the work site, a competent superintendent who is satisfactory to the HHA and who has the authority to act for the Contractor. Acceptance of the work must be in writing and signed by the Contract Administrator. The Contractor shall provide prompt written notification to the Contract Administrator when all work is completed.

2. COMPENSATION-PAYMENT

2.1 Contractor's base bid makes up the contract price, to include all work and services, and work reasonably incidental hereto. Contractor shall be compensated in an amount not to exceed [REDACTED] [REDACTED] for the satisfactory performance and completion of the services to be performed under this Agreement.

2.2 This is a fixed price Agreement and the amount specified herein as compensation is inclusive of all services, salaries, performance, supervision, materials, supplies, telephone, travel, lodging, and any and all other costs and expenses incurred in providing the services to be performed hereunder.

2.3 Contractor shall submit a detailed disbursement request, setting forth the required disbursement, and HHA shall pay the amount-required disbursement within thirty (30) business days after receipt of the

disbursement request. Payment for services invoiced is subject to review and approval by the Contract Administrator.

- 2.4 During the term of this contract, Contractor, upon request from HHA, will make available for inspection by HHA, copies of payroll records, personnel records and documents, and other records and/or documents that may be used to verify Contractor's compliance with U.S. Department of Housing and Urban Development, Office of Labor Relations, Maintenance Wage Rate Determination.

3. TIME AND ORDER OF PERFORMANCE

- 3.1 Performance of this Agreement is scheduled to begin on or [REDACTED], and to be completed no later than [REDACTED], unless an extension of time is authorized by HHA and is evidenced in a written document signed by HHA and executed before the scheduled completion date. Performance of this Agreement shall commence with issuance of a Notice to Proceed by the Executive Director/CEO. The notice to proceed, upon issuance, shall become an attachment and amendment to this Agreement as though fully set forth herein and is intended to prevail over the scheduled dates, if different than those stated herein.

- 3.2 Contractor acknowledges, understands and agrees that the time for completion of the work by the scheduled date is of the essence in this agreement.

3.3 If Contractor fails to complete the work within the time specified in the agreement, or any extension, the contractor shall pay to HHA as liquidated damages, the sum of \$ [REDACTED] for each day of delay.

- (a) If HHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned by HHA in completing the work.
- (b) If HHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damaged until the work is completed or accepted.

4. ASSIGNMENT - SUBCONTRACTING - TRANSFER

- 4.1 HHA encourages the participation of women, HHA residents, and minority- owned businesses. Contractor will make every effort to utilize businesses owned by minorities and/or women and HHA residents for work performed under this contract.
- 4.2 Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in any HUD program or who has been debarred from performing work by any agency of the United States or the State of Alabama.
- 4.3 Contractor will submit a list of all prospective subcontractors to HHA prior to commencement of work and will submit all information requested by HHA to fairly evaluate the subcontractor. HHA may disapprove of the use of any subcontractor for cause stated to Contractor. HHA's approval, disapproval, or election not to disapprove does not create an assumption of liability for acts or omissions of Contractor or subcontractor.
- 4.4 Nothing contained in this Agreement shall create a contractual relationship between any subcontractor and HHA. No subcontractor is a party to this Agreement between Contractor and HHA. This shall not be

used or construed in any way to offer a third party benefit to any subcontractor, nor to any employee, vendor, or any independent contractor of any subcontractor. Contractor shall assume full responsibility for the work performed pursuant to this Agreement and shall indemnify and hold HHA harmless from all damages for claims of all subcontractors or any employees, independent contractors, or vendors of any subcontractor, which are made relative to, or arising from, work to be performed by Contractor under this Agreement.

4.5 Contractor shall be fully responsible for the acts or omissions of the subcontractors and the persons employed by the subcontractors.

4.6 The performance of services under this Agreement may not be assigned or transferred without the expressed written approval of HHA prior to such assignment or transfer. Contractor acknowledges, understands, and agrees that assignment or transfer of performance shall be at the sole discretion of HHA. Approval for the same may be denied by HHA for its own convenience.

5. CONFLICT OF INTEREST

No member of, or delegate to, the Congress of the United States of America, shall be admitted to any share or part of this contract or to any benefit that may arise therefore. Furthermore, no member, officer, or employee of HHA, no member of the governing body of the locality in which HHA was activated, and no other public official of such locality who exercises any functions or responsibilities with respect to HHA shall have any interest, direct or indirect, in this contract or the proceeds thereof within its tenure, or for one year thereafter.

6. GRATUITIES-KICKBACKS-USE OF CONFIDENTIAL INFORMATION- PROGRAM INCOME

HHA officers, employees, or agents shall not solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential contractors, or parties to subcontracts and shall not knowingly use confidential information for actual or anticipated personal gain. Contractor warrants that s/he has not paid and will not pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress or employee of a member of Congress, or any officer or employee of Congress in connection with the awarding of an HHA contract.

7. DISPUTE RESOLUTION PROCEDURE

A Point of Contact (POC) has been assigned to this contract. The POC is an HHA representative who will oversee and manage the performance of the contract. Any controversy or dispute arising under this Agreement shall be referred to the POC and the Contracts Administrator by Contractor. If Contractor, the POC, and the Contracts Administrator fail to agree on a resolution of the dispute or controversy, Contractor shall give written notice of the controversy to the Executive Director/CEO for HHA, who will serve as contracting officer for this Agreement. The decision of the Executive Director/CEO (contracting officer) will be binding on both parties hereto, except as the same may be modified by a court of competent jurisdiction. HHA and Contractor hereby agree that the time and order for performance under this Contract will be in compliance with HHA's Contract Administration Plan, labeled as **Exhibit B**, attached hereto and incorporated herein by reference. The Contract Administration Plan shall identify the POC for this Agreement.

8. TERMINATION OF THE CONTRACT

8.1 This Agreement may be terminated for any of the following reasons: failure to deliver the services as specified, failure to perform the work in a timely manner or refusing or failing to prosecute the work or any separate portion thereof within the stipulated time, or violation of a contract clause. HHA may

consider any of the foregoing events to be a default under the Agreement, and if the contract is terminated due to such a default, Contractor will not be entitled to payment for any undelivered work, services, or reports. Contractor further agrees that in the event of such a default HHA may obtain the services of another contractor for completion of the work required.

- 8.2 This contract may also be terminated for the convenience of HHA if the contracting officer determines that such would be in the best interest of HHA or in the event of absence of funding. Any such termination shall specify the extent to which the performance of the work under the contract is terminated and the date upon which such termination becomes effective. If the performance is so terminated, either in whole or in part, HHA shall pay to Contractor the prorated percentage of all services completed up to the date of termination. Percentage of completion will be determined by the POC in conjunction with the HHA contracting officer who is the Executive Director/CEO.

8.3 If termination is necessary, the contracting officer shall terminate the Agreement by a written notice to Contractor. Said notice shall be sent by certified mail, return receipt requested, shall be effective upon the date so indicated, and deemed received, whether signed by Contractor, its agent or representative, or is indicated as refused. If to Contractor, said notices and demands should be sent by certified mail, return receipt requested, [REDACTED] delivered to Construction Speciality Associates, Inc. with its principal office located at 17 Emmer Street, Eva, Alabama 35621. If to HHA, said notices and demands shall be sent by certified mail, return receipt requested, or hand delivered to the Executive Director/CEO, Huntsville, Alabama, 200 Washington Street, Huntsville, Alabama 35801.

9. VENUE AND CONTROLLING LAW

In the event that a cause of action arises, either in law or in equity, from or in reference to any aspect of this Agreement (including those documents incorporated by reference and attached hereto), both parties agree that such action shall be filed and prosecuted in the Circuit Court of Madison County, Alabama. This Agreement shall be interpreted in accordance with the laws of the State of Alabama.

10. COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules, and regulations as they exist or may be amended during performance of this contract.
- 10.2 Contractor shall assume full liability for all contributions, taxes, or other payments required for the benefit of the employees of Contractor by Federal and/or State Unemployment Compensation Laws, the Social Security Acts or any amendments, rules or regulations thereto. In the event there are any subcontractors, Contractor shall require the subcontractor(s) to pay the same such contributions, taxes, or other payments required for the benefit of the subcontractor's employees. Contractor assumes all liability for all other future acts or laws, be they state, federal or local, requiring the payment of similar contributions or taxes for the benefit of its employees. Contractor assumes all liability for payment of any and all sales and use taxes imposed by any governmental entity arising from Contractor's performance under this Agreement.

11. MODIFICATIONS

The terms and conditions contained in this Agreement may not be added to, modified, superseded, or otherwise altered, except by a written instrument signed by the authorized representatives of HHA and Contractor, and the work shall be deemed to be only upon the terms and conditions contained in this Agreement and accompanying Exhibits, notwithstanding any terms or conditions that may be contained in any acknowledgment, invoice, or other form of Contractor or any of its suppliers, and notwithstanding HHA's act of receiving or paying for any non-conforming product, report, service, or any similar action on the part of HHA.

12. CONFLICTS IN LANGUAGE-SEVERABILITY

If a court of competent jurisdiction finds any provision of this Agreement to be void and/or unenforceable, the parties hereto agree that those provisions of the Agreement not directly affected by the void and/or unenforceable provision shall continue in full force and effect.

13. LIABILITY-INDEMNITY-REMEDIES

13.1 In the course of performing the services under this Agreement Contractor shall assume full liability for any and all claims and demands for injury and property damage caused by its employees, agents, or equipment. To the extent any such claim is made, or determined payable against HHA, Contractor further shall indemnify and hold HHA harmless therefore. This shall include any and all claims arising from the implementation of this Agreement and arising from the work and performance of services undertaken by Contractor, its employees, agents, or subcontractors and arising out of any other operation, no matter who performed it on behalf of Contractor, whether or not due in whole or in part to conditions, acts, or omissions done or permitted by Contractor or HHA.

To the full extent authorized by law, Contractor agrees to indemnify, hold harmless, and defend HHA, its commissioners, employees, and agents from and against any and all liabilities, claims, damages, losses, suits, penalties, forfeitures, actions, decrees, judgments, attorneys' fees, court costs, and other costs and expenses incident thereto (including but not limited to the cost of defense, settlement, judgment, and reasonable attorneys' fees) that HHA, its officers, commissioners, employees, or agents may suffer or which may be sought against, recovered from, or obtainable against HHA, its commissioners, employees, or agents as a result of, by reason of, arising out of, on account of, or in consequence of any act or failure to act on the part of Contractor, its subcontractors or agents, or anyone directly or indirectly employed by any such subcontractor or agent in the fulfillment or performance of the terms, conditions, or covenants that are contained in this Agreement and which said act or failure to act is contrary to, or is not authorized by this Agreement, or is otherwise negligent, wanton, willful, or contrary to any applicable law, regulation, or recognized standard of practice or performance. The covenants and obligations set forth in the preceding sentence shall exist and remain in full effect, notwithstanding the fact that the occurrence which gave rise to such claim, damage, loss, liability, suit, action, judgment, or expense was caused in part by negligence or other wrongful act of any party indemnified hereunder. Nothing contained herein shall waive any rights, privileges, immunities, or limitations of liability to which HHA is entitled under §11-93-2 of the Code of Alabama (which limits recovery for damages against a governmental entity to \$100,000 for bodily injury or death for one person in a single occurrence; \$300,000 in the aggregate for bodily injury or death for more than two persons in a single occurrence; and \$100,000 for damage or loss of property in a single occurrence) or under any other present or future statute or rule of law which limits any liability of HHA in any manner.

13.2 No remedy herein provided shall be deemed exclusive of any other remedy allowed in law or in equity.

13.3 These provisions are specifically intended and shall survive the termination of this agreement.

14. CONTRACTOR AS INDEPENDENT CONTRACTOR

It is agreed that Contractor is an independent contractor with respect to all work and activities contemplated by this Agreement and that all of Contractor's employees, who perform work with respect to this Agreement, are the employees of Contractor and not of HHA. Contractor shall exercise complete control over the

conduct of its employees and will pay all wages and applicable federal, social security, and unemployment taxes, as well as workmen's compensation insurance, with respect to such employees.

15. **INSURANCE REQUIREMENTS**

In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

- 15.1 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming HHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of HHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000
- 15.2 **Professional Liability Insurance.** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000
- 15.3 **Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
- 15.4 Worker's compensation coverage evidencing carrier and coverage amount.
- 15.5 The Contractor shall provide to the HHA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the HA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.

15.6 Contractor shall furnish HHA with certificates of insurance reflecting the required coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurance carrier to bind coverage on its behalf. All certificates are to be received and approved by HHA before work commences. HHA reserves the right to require complete, certified copies of all required insurance policies at any time.

16. **FINANCIAL VIABILITY AND REGULATORY COMPLIANCE**

- 16.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.
- 16.2 The Contractor agrees to promptly disclose to the HHA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the HHA in writing within 5 days of such notification received will constitute a material breach of this contract.

- 16.3 The Contractor further agrees to promptly disclose to the HHA any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.
- 16.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to HHA within the time periods required herein.

17. NO THIRD PARTY RIGHTS

This Agreement shall not be construed as creating any right of any third party to enforce any provision hereof or to assert any claim against HHA.

18. ENTIRE AGREEMENT

All parties agree, understand, and acknowledge that this written Agreement, along with the heretofore identified attached documents that have been incorporated by reference, constitute the entire agreement of all parties. Neither party is responsible for, nor bound by, any terms or conditions not contained herein.

IN WITNESS THEREOF, the parties have caused this instrument to be executed by their duly authorized representative on the date shown herein.

[REDACTED]

By: _____

Title: _____

Date: _____

By: _____

Michael O. Lundy
Executive Director/CEO

Date: _____

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes; (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

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

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

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

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

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

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

group representative organization, and any other instrumentality of a local government

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

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

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

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

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

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

- (b) Prohibition.

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

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

- (1) Agency and legislative liaison by Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph (i)

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

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

(i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements

imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, 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/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

(d) The [contractor/seller] 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 by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in 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.

suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless 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/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structure, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

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

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

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

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or

employ and advance in employment qualified employees and applicants with disabilities.

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate

the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act,

the Contractor shall procure
items designated in guidelines

of the Environmental Protection
Agency (EPA) at 40 CFR Part
247 that contain the highest percentage of recovered
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materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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

General Conditions for Non-Construction

Contracts

Section II – (With Maintenance Work)

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

OMB Approval No. 2577-0157 (exp. 1/31/2027)

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

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

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (without maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications; (iii) Hourly rate or rates of monetary wages paid; (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for

inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification

required is not performed by a classification in the

determination;

- (2) The classification is utilized in the area by the industry; and

4. Apprentices and Trainees wage

- (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

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- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work
 - (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship

wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued

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- (ii) agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A
 - (ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
 - (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
 - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
 - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
 - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing

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by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA

- (ii) or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor
- (iii) Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

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- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Certification of Payments
to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes,including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Form with fields for Name of Authorized Official, Title, Signature, and Date (mm/dd/yyyy)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013

Expiration Date: 02/28/2025

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|---|---|--|
| 1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change |
| 4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name * Street 1 Street 2 * City State Zip Congressional District, if known: | | |
| 5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div> | | |
| 6. * Federal Department/Agency: <div style="background-color: yellow; border: 1px solid red; width: 390px; height: 1.2em; margin-top: 5px;"></div> | 7. * Federal Program Name/Description: <div style="border: 1px solid black; width: 390px; height: 1.2em; margin-top: 5px;"></div> CFDA Number, if applicable: | |
| 8. Federal Action Number, if known: <div style="border: 1px solid black; width: 390px; height: 1.2em; margin-top: 5px;"></div> | 9. Award Amount, if known: \$ | |
| 10. a. Name and Address of Lobbying Registrant: Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip | | |
| b. Individual Performing Services (including address if different from No. 10a) Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip | | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | |
| * Signature: Completed on submission to Grants.gov * Name: Prefix * First Name Middle Name * Last Name Suffix Title: Telephone No.: Date: Completed on submission to Grants.gov | | |
| Federal Use Only: | | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) |

IFB NO. 2025-04
BID/PROPOSAL COST FORM

PEST CONTROL/BED BUG/TERMITE TREATMENT SERVICES

In compliance with the Invitation for Bid (IFB), the undersigned offers and agrees, I the Offer be accepted within 60 calendar working days from the date of the proposal opening, to furnish any and all of the services in the IFB, for which prices are quoted.

[Table No. 5]

| (2) Pricing Item No. | (3) Qty | (4) U/M | (5) Service Description | (6) Unit \$ | (7) Extended Calculated \$ |
|--|------------|---|---------------------------------|----------------|----------------------------------|
| Lot #1: On-going Bi-monthly Pest Control Services | | | | | |
| BUTLER TERRACE 206 SEMINOLE DREIVE | | | | | |
| 1 | 120 | Annual Unit Treatmen ts | 1-Bedroom units | | |
| 2 | 372 | Annual Unit Treatmen ts | 2-bedroom units | | |
| 3 | 190 | Annual Unit Treatmen ts | 3-bedroom units | | |
| 4 | 45 | Annual Unit Treatmen ts | 4-bedroom units | | |
| 5 | 12 | Annual Unit Treatmen ts | 5-bedroom units | | |
| 6 | 6 | Annual Building Treatmen ts | Office/Maintenance Building | | |
| 7 | 81 | Annual Treatmen ts of all Buildings | Exterior of all 27 Buildings | | |
| Northwoods & Northwood Addition 1402 Yukon St | | | | | |
| 8 | 636 | Annual Unit Treatmen ts | 1-bedroom units | | |
| 9 | 1056 | Annual Unit | 2-bedroom units | | |

**IFB NO. 2025-04
BID/PROPOSAL COST FORM**

| | | | | | |
|--|-----|------------------------------------|--|--|--|
| | | Treatments | | | |
| 10 | 720 | Annual Unit Treatments | 3-bedroom units | | |
| 11 | 216 | Annual Unit Treatments | 4-bedroom units | | |
| 12 | 54 | Annual Unit Treatments | 5-bedroom units | | |
| 13 | 6 | Annual Building Treatments | Management Office/ Maintenance Building | | |
| 14 | 630 | Annual Treatments of all Buildings | Exterior of all 210 Buildings | | |
| Johnson Towers 216 Seminole Drive | | | | | |
| 15 | 228 | Annual Unit Treatments | Studio-bedroom units | | |
| 16 | 420 | Annual Unit Treatments | 1-bedroom units | | |
| 17 | 66 | Annual Unit Treatments | 2-bedroom units | | |
| 18 | 1 | Annual Unit Treatments | Exterior of 1 Building | | |
| Todd Towers 204 Greene Street | | | | | |
| 19 | 120 | Annual Unit Treatments | Studio-bedroom units | | |
| 20 | 222 | Annual Unit Treatments | 1-bedroom units | | |

**IFB NO. 2025-04
BID/PROPOSAL COST FORM**

| | | | | | |
|---------------------------------------|-----|------------------------------------|------------------------------|--|--|
| 21 | 12 | Annual Unit Treatments | 2-bedroom units | | |
| 22 | 6 | Annual Unit Treatments | 3-bedroom units | | |
| 23 | 3 | Annual Treatments of all Buildings | Exterior of 1 Building | | |
| Lincoln Park 402 Webster Drive | | | | | |
| 24 | 252 | Annual Unit Treatments | 1-bedroom units | | |
| 25 | 426 | Annual Unit Treatments | 2-bedroom units | | |
| 26 | 360 | Annual Unit Treatments | 3-bedroom units | | |
| 27 | 96 | Annual Unit Treatments | 4-bedroom units | | |
| 28 | 24 | Annual Unit Treatments | 5-bedroom units | | |
| 29 | 6 | Annual Building Treatments | Office/Maintenance Building | | |
| 30 | 234 | Annual Treatments of all Buildings | Exterior of all 78 Buildings | | |
| LR Patton 206 Seminole Drive | | | | | |
| 31 | 60 | Annual Unit Treatments | 1-bedroom units | | |
| 32 | 600 | Annual Unit Treatments | 3-bedroom units | | |

**IFB NO. 2025-04
BID/PROPOSAL COST FORM**

| | | | | | |
|--|-----|---|----------------------------------|--|--|
| 33 | 63 | Annual Treatmen ts of all Buildings | Exterior of all 21 Buildings | | |
| Brookside 214 Seminole Drive | | | | | |
| 34 | 156 | Annual Unit Treatmen ts | 1-bedroom units | | |
| 35 | 222 | Annual Unit Treatmen ts | 2-bedroom units | | |
| 36 | 42 | Annual Unit Treatmen ts | 3-bedroom units | | |
| 37 | 12 | Annual Building Treatmen ts | Office/Resident Council Bldg. | | |
| 38 | 72 | Annual Treatmen ts of all Buildings | Exterior of all 36 Buildings | | |
| Stone Manor 7722 Benaroya Lane SW | | | | | |
| 39 | 12 | Annual Unit Treatmen ts | 1-bedroom units | | |
| 40 | 252 | Annual Unit Treatmen ts | 2-bedroom units | | |
| 41 | 36 | Annual Unit Treatmen ts | 3-bedroom units | | |
| 42 | 6 | Annual Treatmen ts of all Buildings | Exterior of all 2 Buildings | | |

**IFB NO. 2025-04
BID/PROPOSAL COST FORM**

| Searcy Homes 426 Dallas Ave | | | | | |
|---|-----|------------------------------------|------------------------------|--|--|
| 43 | 54 | Annual Unit Treatments | 1-bedroom units | | |
| 44 | 138 | Annual Unit Treatments | 2-bedroom units | | |
| 45 | 102 | Annual Unit Treatments | 3-bedroom units | | |
| 46 | 132 | Annual Unit Treatments | 4-bedroom units | | |
| 47 | 42 | Annual Unit Treatments | 5-bedroom units | | |
| 48 | 6 | Annual Building Treatments | Office/Community Center | | |
| 49 | 114 | Annual Treatments of all Buildings | Exterior of all 38 Buildings | | |
| Chestnut Glen 6835 Research Park | | | | | |
| 50 | 42 | Annual Unit Treatments | 1-bedroom units | | |
| 51 | 144 | Annual Unit Treatments | 2-bedroom units | | |
| 52 | 42 | Annual Unit Treatments | 3-bedroom units | | |
| 53 | 6 | Annual Building Treatments | Club House | | |

**IFB NO. 2025-04
BID/PROPOSAL COST FORM**

| | | | | | |
|---|-----|---|---------------------------------|--|--|
| 54 | 9 | Annual Treatmen ts of all Buildings | Exterior of all 3 Buildings | | |
| Legacy Hill 210 Winchester Road | | | | | |
| 55 | 42 | Annual Unit Treatmen ts | 1-bedroom units | | |
| 56 | 144 | Annual Unit Treatmen ts | 2-bedroom units | | |
| 57 | 42 | Annual Unit Treatmen ts | 3-bedroom units | | |
| 58 | 6 | Annual Building Treatmen ts | Club House | | |
| 59 | 9 | Annual Treatmen ts of all Buildings | Exterior of all 3 Buildings | | |
| Scattered Sites (Meadow Hills) Atkin, Evans, Shepherd, Vining | | | | | |
| 60 | 36 | Annual Unit Treatmen ts | 2-bedroom units | | |
| 61 | 12 | Annual Unit Treatmen ts | 3-bedroom units | | |
| 62 | 78 | Annual Treatmen ts of all Buildings | Exterior of all 26 Buildings | | |
| Scattered Sites (Mahogany Row) 9014 Mahogany Row SE Bldg. # 9021 | | | | | |
| 63 | 60 | Annual Unit Treatmen ts | 2-bedroom units | | |
| 64 | 24 | Annual Unit Treatmen ts | 3-bedroom units | | |

**IFB NO. 2025-04
BID/PROPOSAL COST FORM**

| | | | | | |
|--|-----|---|--------------------------------|--|--|
| 65 | 12 | Annual Treatmen ts of all Buildings | Exterior of all 5 Buildings | | |
| Scattered Site (Windtrace) 2216 Wind Trace Cir SW | | | | | |
| 66 | 120 | Annual Unit Treatmen ts | 2-bedroom units | | |
| 67 | 15 | Annual Treatmen ts of all Buildings | Exterior of all 5 Buildings | | |
| Scattered Sites (Cotton Row I, II, III,) 4933 Cotton Row | | | | | |
| 68 | 96 | Annual Unit Treatmen ts | 2-bedroom units | | |
| 69 | 12 | Annual Treatmen ts of all Buildings | Exterior of all 4 Buildings | | |
| Scattered Sites (Stepping Stone) 1155 Old Monrovia Rd NW | | | | | |
| 70 | 24 | Annual Unit Treatmen ts | 2-bedroom units | | |
| Scattered Sites (Stone Throw) 1003 Stone Throw Dr NW | | | | | |
| 71 | 12 | Annual Unit Treatmen ts | 2-bedroom units | | |
| Central Office 200 Washington Street NE | | | | | |
| 72 | 72 | Annual Office Treatmen ts | 1 st Floor offices | | |
| 73 | 132 | Annual Unit Treatmen ts | 2 nd Floor offices | | |
| 74 | 3 | Annual Treatmen ts of all Buildings | Exterior of Central Office | | |

**IFB NO. 2025-04
BID/PROPOSAL COST FORM**

| Potential Additional Labor/Materials | | | | | |
|---|----|----------------|--|--|--|
| 75 | 40 | Hours | Pest Control Technician | | |
| 76 | 40 | Hours | Pest Control Laborer | | |
| 77 | 1K | Dollars | Additional supplies/materials | | |
| Calculated Total, Lot #1 | | | | | |
| Lot #2: Bed Bug Heat Treatments (As-needed Basis) | | | | | |
| Bed Bug Heat Treatments (Per Unit) | | | | | |
| 78 | EA | Unit Treatment | Studio-bedroom Units (Cost for a Studio) | | |
| 79 | EA | Unit Treatment | 1-bedroom Units (Cost for a 1-Bd) | | |
| 80 | EA | Unit Treatment | 2-bedroom Units (Cost for a 2-Bd) | | |
| 81 | EA | Unit Treatment | 3-bedroom Units (Cost for a 3-Bd) | | |
| 82 | EA | Unit Treatment | 4-bedroom Units (Cost for a 4-Bd) | | |
| 83 | EA | Unit Treatment | 5-bedroom Units (Cost for a 5-bd) | | |
| Additional Potential Labor/Materials | | | | | |
| 84 | 20 | Hours | Bed Bug Technician | | |
| 85 | 40 | Hours | Bed Bug Laborer | | |
| 86 | 1K | Dollars | Additional supplies/materials | | |
| Mattress Covers | | | | | |
| 87 | 20 | Each | Size: Twin | | |
| 88 | 20 | Each | Size: Full | | |
| 89 | 20 | Each | Size: King | | |
| 90 | 20 | Each | Size: Queen | | |
| 91 | 20 | Each | Size: California King | | |
| Calculated Total, Lot #2 | | | | | |
| Lot #3: Termite Treatment Services (As-needed Basis) | | | | | |
| Termite Treatment | | | | | |
| 92 | 8K | Linear Foot | Termite Treatment | | |
| Additional Potential Labor/Materials | | | | | |

**IFB NO. 2025-04
BID/PROPOSAL COST FORM**

| | | | | | |
|--------------------------|----|---------|-----------------------------------|--|--|
| 93 | 20 | Hours | Termite Technician | | |
| 94 | 40 | Hours | Termite Laborer | | |
| 95 | 1K | Dollars | Additional supplies/ materials | | |
| Calculated Total, Lot #3 | | | | | |
| Calculated Grand Total: | | | | | |

HUNTSVILLE HOUSING AUTHORITY
Antonio McGinnis, Executive Director/CEO

INVOICE FOR PAYMENT SHOULD BE MAILED TO:
Huntsville Housing Authority
Attention: Accounts Payable
Post Office Box 486
Huntsville, Alabama 35804-0486

NAME OF PROPOSER: _____

COMPANY: _____

BUSINESS LICENSE NO. _____

Attached Copy of Business License

ADDRESS: _____

CITY: _____

STATE & ZIP CODE: _____

PHONE: _____ FAX: _____

EMAIL: _____

**IFB NO. 2025-04
BID/PROPOSAL COST FORM**

**LAWN CARE AND LANDSCAPE MAINTENANCE SERVICES
FOR MEADOWN HILLS & STONE MANOR**

In compliance with the proposal documents, the undersigned, in making this proposal, represents the following:

(Proposer is to initial each line item to certify agreement.)

Proposer's Initials

- _____ 1. Proposer has read and understands the proposal documents, and proposer's response is made in accordance therewith;
- _____ 2. Proposer has reviewed the Scope of Services prepared by Huntsville Housing Authority (HHA) and understands that it will apply to this IFB and his/her response is made in accordance therewith;
- _____ 3. Proposer has had the opportunity to familiarized himself/herself with the local conditions under which the services are to be performed and has correlated his/her observations with the requirements of the IFB documents;
- _____ 4. Proposer agrees with the compensation to be paid based upon a firm-fixed cost and a hourly rate for additional potential labor;

List of Acknowledged Addenda *(if no addenda published, leave blank)*

No. _____ dated _____ No. _____ dated _____

No. _____ dated _____ No. _____ dated _____

The Undersigned Proposer agrees to the following:

- The Proposer's response will not be modified, withdrawn, or canceled during the 60-day period following the time and date designated for the receipt of the proposals.
- HHA reserves the right to reject any or all proposals, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by HHA to be in its best interests.
- The undersigned certifies that he/she is authorized to execute agreements/contracts on behalf of the Proposer as legally named, that the respondent's proposal is submitted in good faith without fraud or collusion with any other respondent, that the information indicated in the document is true and complete, and that the Proposal is made in full accord with State Law.

IFB NO. 2025-04
BID/PROPOSAL COST FORM

SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSAL

DATE

PRINT NAME

TITLE: _____



Huntsville Housing Authority AGENCY PROFILE OF PROPERTIES

Administrative Offices: 200 Washington Street NE Huntsville, AL Phone: (256) 539-0774

| COMPLEX NAME, ADDRESS, | TOTAL BUILDINGS | NON-DWELLING BUILDINGS | TOTAL UNITS | 0 STUDIO BR | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR |
|---|-----------------|------------------------|-------------|-------------|------|------|------|------|------|
| Butler Terrace 206 Seminole Dr Huntsville, AL | 27 | 1 | 120 | 0 | 20 | 62 | 32 | 2 | 2 |
| Northwoods & Northwoods Addition 1402 Yukon St. Huntsville, AL | 210 | 1 | 447 | 0 | 106 | 176 | 120 | 36 | 9 |
| Johnson Towers 216 Seminole Dr. Huntsville, AL | 1 | 1 | 120 | 38 | 70 | 11 | 0 | 0 | 0 |
| Todd Towers 204 Greene St. Huntsville, AL | 1 | 0 | 100 | 60 | 34 | 2 | 1 | 0 | 0 |
| Lincoln Park 402 Webster Dr., Huntsville, AL | 78 | 1 | 194 | 0 | 42 | 71 | 60 | 16 | 4 |
| L.R. Patton 206 Seminole Drive, Huntsville, AL | 21 | 2 | 110 | 0 | 10 | 0 | 100 | 0 | 0 |

| | | | | | | | | | |
|---|----|----|----|---|----|----|----|----|---|
| Brookside 214 Seminole Drive Huntsville, AL | 36 | 2 | 72 | 0 | 26 | 38 | 7 | 0 | 0 |
| Stone Manor 7722 Benaroya Lane SW, Huntsville, AL | 2 | 1 | 50 | 0 | 1 | 42 | 6 | 0 | 0 |
| Searcy Homes 426 Dallas Ave Huntsville, AL | 38 | 1 | 78 | 0 | 9 | 23 | 17 | 22 | 7 |
| Chestnut Glen 6835 Research Park Huntsville, AL | 4 | 1 | 40 | 0 | 8 | 24 | 8 | 0 | 0 |
| Legacy Hill 210 Winchester Road Huntsville, AL | 4 | 1 | 40 | 0 | 8 | 24 | 8 | 0 | 0 |
| Scattered Sites (Meadow Hills properties streets Atkins, Evans, Shepherd, Vining) Huntsville, AL | 45 | 0 | 88 | 0 | 0 | 62 | 26 | 0 | 0 |
| Scattered Sites (Mahogany Row Bldg. # 9021) 9014 Mahogany Row SE Huntsville, AL | 4 | 0 | 4 | 0 | 0 | 2 | 2 | 0 | 0 |
| Scattered Sites (Wind Trace Bldg. # 2216, 2226, 2228, 2230, & 2302) 2216 Wind Trace Circ SW Huntsville, AL | 5 | 0 | 20 | 0 | 0 | 20 | 0 | 0 | 0 |
| Scattered Sites (Cotton Row I, II, III) 4902 Cotton Row NW Huntsville, AL | 4 | 16 | 16 | 0 | 0 | 16 | 0 | 0 | 0 |

| | | | | | | | | | |
|---|---|---|--------------|---|---|---|---|---|---|
| Scattered Sites Stepping Stone (Bldg.# 1155 Unit # 4-G, 5-I, 5-J, 7-A_1155 Old Monrovia Road NW Huntsville, AL | 4 | 0 | 4 | 0 | 0 | 4 | 0 | 0 | 0 |
| Scattered Sites Stone Throw (Bldg. # 1043, 1061) 1003 Stones Throw Dr NW Huntsville, AL | 2 | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 0 |
| Central Office (1st Floor) 200 Washington Street NE Huntsville, AL | 1 | 0 | 21 (offices) | 0 | 0 | 0 | 0 | 0 | 0 |
| Central Office (2nd Floor) 200 Washington Street NE Huntsville, AL | 1 | 0 | 22 (offices) | 0 | 0 | 0 | 0 | 0 | 0 |

AGENCY HOURS: 7:00 AM - 5:30 PM ET MONDAY THRU THURSDAY