

Request for Proposals
for
Integrated Pest Management
Program

H-24-03

January 23, 2024

Thomas J. Ward.....Chairman
William Roberts.....Vice-Chairman
George Connor.....Treasurer
Doug Brown.....Assistant Treasurer

Leah Eppinger, AICP.....Executive Director/Secretary
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Housing Authority of the
County of Dauphin

501 Mohn Street
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SECTION 1

BACKGROUND AND PURPOSE OF REQUEST

BACKGROUND

The Housing Authority of the County of Dauphin (HACD) is the public housing provider in Dauphin County PA, and manages housing properties in Dauphin County for low- and moderate-income residents including seniors, families, singles, and people with special needs. The residents of the properties owned by HACD come from diverse backgrounds, this diversity includes age, education, language, sexual orientation, mental and physical disability, religion, ethnicity and race, as well as increasing diversity in lifestyles and values.

HACD's housing portfolio includes 725 units including high-rise apartments, mid-rise apartments, townhomes, and duplexes throughout the Dauphin County. Refer to Appendix A for a listing of properties to be serviced under this Integrated Pest Management RFP.

Refer to www.dauphinhousing.org for additional information on HACD.

PURPOSE OF REQUEST

HACD intends to contract with one or more companies to provide Integrated Pest Management (IPM) Services as described in this RFP for all properties in the HACD housing portfolio (Appendix A.) The length of this contract is an initial 1-year period with the possibility four (4) one-year renewal options, commencing on or about March 12, 2024.

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

SECTION 2

INSTRUCTIONS TO RESPONDENTS

REQUESTS FOR INFORMATION

Questions related to this RFP must be made in writing, or email no later than **February 23, 2024 at 12 NOON**. All questions should be directed to Leah Eppinger, AICP at leppinger@daupinhousing.org or in writing to 501 Mohn Street, Steelton, PA 17113.

PRE-PROPOSAL CONFERENCE

A Pre-proposal conference will be held at 501 Mohn Street, Steelton PA 17113 on **February 9, 2024 at 1:00 PM**. The purpose of the conference is to answer all questions concerning the RFP and to schedule on-site assessments. All respondents are urged to attend this pre-proposal conference to ensure a complete understanding of HACD's Integrated Pest Control Requirements. HACD is seeking as much information from respondents as possible to assure a successful outcome on this RFP. An addendum will be issued following the pre-bid conference which will summarize the questions (if any) and answers addressed at the conference.

PROPOSAL DEADLINE

One (1) original and three (3) copies of your sealed proposal must be delivered to the following location no later than 12:00 PM on **March 1, 2024**. The envelope must be clearly marked "RFP for Integrated Pest Management Services".

Leah Eppinger, AICP, Executive Director
Housing Authority of the County of Dauphin
501 Mohn St
Steelton, PA 17113

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

PROPOSAL FORMAT

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

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

3.	PRICE PROPOSAL	<p>Respond to RFP Section 4, Price Proposal. Respondents may bid on HACD's entire property portfolios or may limit their bid to one or more as determined by your interest. All properties must be included in the bid in their entirety Utilizing the Bid Form provided in Appendix B.</p> <p>Respondents are to provide pricing for treatment of all typical indoor housing pest types including rental units and common spaces.</p> <p>The contract award may be limited to one or more properties at the discretion of HACD. The determination of whether a Respondent will be awarded one or more property shall be made by HACD.</p> <p>Although respondents may offer alternate price proposals, which conform to their normal business model, HACD will look most favorably upon proposals that offer fixed prices so that reasonable annual budget projections can be made. Respondents are encouraged to submit creative pricing alternatives.</p>
4.	WARRANTY	Describe warranty provided for provision of services provided under contract.

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

EVALUATION OF PROPOSALS

Evaluation and Award will be made in accordance with the general requirements of HUD Form 5369c.

Each Submission will be reviewed to determine if the proposal meets all mandatory requirements for a responsive offer. Submissions which do not comply will not be considered further.

Submissions will be evaluated by a selection panel utilizing the criteria noted below. Inasmuch as responses may involve one, many or all HACD Properties scores will be applied as and when necessary to the process of determining the most advantageous proposal(s) for the Housing Authority's Integrated Pest Management program: HACD reserves the right to make an award based solely on the unanimous decision of the selection panel.

- Background and Experience with projects of similar nature (25 points)
- Technical Response and Understanding of HACD's IPM Program Requirements as evidenced by the response to the Scope of Services (25 points)

- Competitiveness of Proposed Fees and Simplicity of Fee Structure (25 points)
- Overall quality of Customer Satisfaction Questionnaire: Three (3) references must answer the following questions (15 points). Each reference is worth 5 points each.
- Warranty (10 points) provided for work under the contract.

The maximum achievable score is 100 points. Respondents must meet a minimum score of 70 points to be considered for award.

INTERVIEWS

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

AWARD

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

SECTION 3

SCOPE OF SERVICES

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

It is intended that Pest Control Contractors will act in partnership with HACD to implement a Pest Management Program that focuses on prevention, education, and collaboration to reduce a reliance on pesticides wherever possible.

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

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

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

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

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

<p>SET THRESHOLDS FOR ACTION Determine, with involvement of residents, pest population levels – by species – that will be tolerated; and threshold at which pest populations warrant action. HACD has determined it will not tolerate cockroaches, bedbugs and rodents on its properties due to the health threats posed by these pests and the disruption to the resident comfort.</p>	<p>Contractor shall provide technical assistance in setting thresholds for other pests.</p>
<p>IMPROVE NON-PESTICIDE METHODS Improve mechanical pest management methods; sanitation; waste management; and natural control agents that have been carefully selected as appropriate considering allergies or cultural preferences of staff or residents.</p>	<p>Contractor shall identify methods to improve non-pesticide methods; assess the effectiveness of these methods; and make recommendations to improve the methods based on the assessment.</p>
<p>PREVENT PEST ENTRY AND MOVEMENT Monitor and maintain structures and grounds including sealing cracks; eliminating moisture intrusion and accumulation. Add physical barriers to pest entry and movement.</p>	<p>Contractor shall report any problems with this effort and provide technical assistance, as needed.</p>
<p>EDUCATE RESIDENTS AND UPDATE LEASE PROVISIONS Develop an outreach/educational program. Ensure that leases reflect residents’ responsibilities for proper housekeeping and reporting presence of pests, leaks, and mold</p>	<p>Contractor shall provide residents with education materials on IPM and specific pests. Twice a year at each location.</p>
<p>ENFORCE LEASE PROVISIONS Enforce lease provisions regarding resident responsibilities such as housekeeping, sanitation, trash removal and storage.</p>	<p>Contractor shall identify residents who are not complying with the lease provisions regarding housekeeping, sanitation, trash removal, and trash storage.</p>
<p>USE PESTICIDES WHEN NECESSARY Use pesticides only when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment, and, as appropriate, notifying HACD management before application.</p>	<p>Contractor shall use pesticides only when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment, as appropriate, notifying property management before application. Provide copy of pesticide label and Material Safety Data Sheets (MSDS) to HACD management team.</p>
<p>COMMERICAL PESTICIDE APPLICATOR CERTIFICATES OR LICENSES</p>	<p>The Contractor shall identify the personnel providing pest control, including the pest management supervisor. Contractor shall provide photocopies of State-issued Commercial and Public Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract.</p>
<p>POST SIGNS Post contractor provided Pesticide Use Notification signs or other warnings</p>	<p>Contractor shall provide post ‘Pesticide Use Notification’ signs or other warnings in coordination with building management.</p>

SECTION 4

PRICE PROPOSAL

BASE PRICING

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

- **HACD Properties.** Respondents may bid on any one or all HACD's properties. HACD is requesting, as a base proposal, a firm unit price regardless of the type of infestation. Unit price per visit must be inclusive of all labor, materials and supplies to eliminate the infestation.
- **Type of Inspection.** This is the type of call the Pest Control Company will be responding to. And it is serving as the basis for unit price – per inspection/per unit.

DEFINITIONS – TYPE OF INSPECTION

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

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

Emergency Inspection & Treatment. Conduct inspections and necessary treatment in response to requests by HACD for corrective action.

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

Call-Back Service. Conduct follow-up inspection in response to resident or staff complaints. Routine call- back service shall be furnished within one (1) workday after receipt of notification by HACD. Call-back service required by HACD due to contractor negligence or unacceptable service will be at no charge.

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

SECTION 5

TERMS AND CONDITIONS OF CONTRACT

ENTIRE AGREEMENT

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

TERMS OF CONTRACT

The term of this Contract shall be for an initial period of one (1) year with four (4) one-year renewal options. The initial contract term will commence on or about March 12, 2024, unless renewed as described above.

HACD may discontinue this contract immediately upon furnishing notice to the Contractor if the parties fail to agree upon any deletion, amendment, or addition to this agreement, which is required by Statute, Executive Order, HACD's Procurement Policy, or HUD Regulations.

ACCESS TO PROPERTY

HACD employee will accompany Contractor when entering any unit.

INTEGRATED PEST MANAGEMENT (IPM) PLAN

If aspects of the IPM Plan are incomplete or unacceptable, the contractor will have five (5) days to submit a revision after notification. The Contractor shall be responsible for carrying out work according to the approved IPM Plan.

At a minimum, the IPM Plan shall consist of the following:

Materials and Equipment for Service: The contractor shall provide current labels and Material Safety Data Sheets (MSDS) of pesticides to be used, and brand names of pesticides application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest IPM devices or equipment.

Method for Monitoring and Surveillance: The contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessment of pest population levels throughout the term of the contract. This information must include general locations of common area monitoring traps and responsibilities for routinely checking traps.

Service Schedule for Each Building or Site: The Contractor shall provide complete service schedules that include specific day(s) of the week of Contractor visits, and approximate duration of each visit. Contractor's proposal shall assume twice-monthly treatment per property. If more or less frequent visits may be needed based on inspections and trap results, Contractor shall explain the basis for adjusting the service schedule. Except as otherwise agreed, all work at properties under this contract shall be performed between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, and shall not interfere with daily HACD operations.

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

Commercial Pesticide Applicator Certificates or Licenses: The Contractor shall identify the personnel providing pest control, including the pest management supervisor. Contractor shall provide photocopies of State-issued Commercial and Public Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract.

UPDATES TO IPM PLAN

Contractor shall receive the concurrence of designated HACD staff prior to implementing any changes to the approved IPM Plan, including additional or replacement pesticides and on-site service personnel. Contractor shall provide licenses for every contractor employee who will be performing on-site services before the employee begins work on HACD's property. Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to the HACD for approval.

CONTRACTOR PERSONNEL

Contractor shall provide qualified, professional pest management personnel who: Understand current practices in this field and have experience providing pest control services in a residential environment.

Conduct themselves in a professional and work like manner, with minimal noise and disruption.

Cooperate with the building occupants to assure the progress of this work.

Maintain certification and training requirements of Commercial and Public Pesticide Applicators for applicable residential and institutional pest control services.

While working at HACD-owned or leased properties, shall wear distinctive uniform clothing that has the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner.

- Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used. Use only contractor vehicles identified in accordance with state and local regulations.
- Observes all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.
- Will comply with all government regulations as are applicable during the time spent on government property.
- Contractor shall have access to a full-time entomologist who has demonstrated expertise in structural pest control, especially for rodents, bedbugs and cockroaches will be available for routine and emergency consultation.

MINIMUM STANDARDS OF PERFORMANCE

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

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

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

REPORTING

As part of the services provided under this contract, the collection and transmittal of data collected by the contractor during the work is crucial to the effectiveness in

managing the IPM. Contractor must propose reporting and recordkeeping plans to enable HACD to monitor Contractor's work in a timely and efficient manner. As a minimum, Contractor is required to collect and submit the reports detailed below. HACD will review and approve report format prior to contract award.

Individual Property Reporting (within one week): Upon completion of each treatment cycle at a HACD estate or property, Contractor must submit the extermination log with a spreadsheet summary highlighting troubled areas or units within one week after the treatment cycle. Contractor must submit the report in hard-copy format and by email in electronic spreadsheet format. The hard copy must be signed by the building manager. HACD will not pay for work that is not documented by this report or for work documented on the report but not signed by the building manager.

Treatment Cycle Reporting (within one week): Upon completion of a treatment cycle, Contractor must submit by email a general summary report within one week. The treatment summary reports shall include, but not be limited to the following:

- Brief narrative discussing the findings as they relate to an increase or new infestations by unit or apartment number, including recommendation for treatment or preventative measures.
- Discuss any findings of deficiencies due to lack of access, inadequate or improper treatments, or recommendations of change to a more effective chemical.
- Contractor shall submit reports to the Property Manager/Resident Manager AND Maintenance Supervisor. Failure to submit the above reports on time shall be considered a material breach of the contract and could be used as basis for termination of the contract.

WORKERS' COMPENSATION AND LIABILITY INSURANCE

The contractor is required to provide evidence of insurance for workers' compensation, general liability, and automobile liability. A certificate of insurance must be provided for all coverage stating the limits and the effective and expiration dates of coverage and must include an endorsement adding HACD and the property owner as an additional named insured. Coverage for Comprehensive General Liability insurance must have limits of not less than \$1,000,000.00. This coverage must be provided on an occurrence basis and include bodily injury, property damage, personal injury, advertising injury, blanket contractual coverage, and owner/contractor protective liability.

Coverage for Workers' Compensation and Automobile Liability must be provided at limits that meet or exceed the limits required by State Law. Evidence of continuous Workers' Compensation coverage throughout the duration of the contract must be

provided to HACD.

LIABILITY INSURANCE

1. Workmen's Compensation Insurance

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

2. Comprehensive General Liability

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

Bodily Injury and Property Damage

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

3. Comprehensive Automobile Liability Bodily

Injury and Property Damage

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

4. Professional Liability (Errors and Omissions) Insurance

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

INVOICING AND PAYMENT

Invoices or vouchers for payment shall be certified by an approved and responsible official of the Contractor's organization. A monthly invoice, by property, must be submitted within thirty (30) days after services are provided to HACD. HACD will pay invoices net thirty (30) days, after receipt of the invoice. Each invoice or voucher shall, at a minimum, be supported by a summary of the cumulative costs and a description of the service provided. Each invoice or voucher must also show the Contract Number.

APPENDIX A

HOUSING PORTFOLIO AND AREAS

Project	Name	Address	Municipality	Units
PA 35-1	LANG MANOR	Watson & Conestoga Streets Steelton, PA 17113	Township of Swatara	41
PA 35-3	COLE CREST	Nelly Court, Cumbler Street Wood Street, Kennedy Lane Steelton, PA 17113	Borough of Steelton	100
PA 35-4	HOY TOWERS	301 Mohn Street Steelton, PA 17113	Township of Swatara	100
PA 35-5	BISTLINE HOUSE	1291 South 28 th Street Harrisburg, PA 17111	Township of Swatara	80
PA 35-6	GENESIS COURT	Wilson and Lawrence Streets Middletown, PA 17057	Borough of Middletown	43
PA 35-7	LATSHA TOWERS	501 Mohn Street Steelton, PA 17113	Township of Swatara	75
PA 35-8	ESSEX HOUSE	320 Market Street Middletown, PA 17057	Borough of Middletown	50
PA 35-9	HIGHSPIRE APARTMENTS	47 Ann Street Highspire, PA 17034	Borough of Highspire	40
PA 35-10	RATTLING CREEK APARTMENTS	15th South 2 nd Street Lykens, PA 17048	Borough of Lykens	37
PA 35-11	GRIFFITH HOUSE	800 Wood Street Steelton, PA 17113	Borough of Steelton	40
PA 35-17	LAUREL HILL	Autumn Drive and Maple Lane Williamstown, PA 17098	Township of Williams	40
PA 35-18	GRUBB TERRACE	315-321 Market Street 310-312 Grubb Street 310-316 Vine Street	Borough of Williamstown	10
PA 35-19	STEELTON FAMILY HOUSING	218-232 South 2 nd Street 125-135 Penn Street 138-144 Conestoga Street	Borough of Steelton	18
PA 35-23	GRATZ PARK TERRACE	100 South West Street Gratz, PA 17030	Borough of Gratz	30
PA 35-24	MINNICH TERRACE	R. D. #1, Pottsville Street Lykens, PA 17048	Township of Wiconisco	20

APPENDIX B PROPERTY LISTING RESPONSE FORM

Housing Authority of the County of Dauphin H-24-04 Pest Control RFP - Print Name of Vendor:

Public Housing	TYPE OF INSPECTION – Unit Price Per Inspection					
	Routine Preventive	Emergency	Callback	Special Service Treatment		
				Bed Bugs	Roaches	Fleas
Lang Manor – Duplex – 41 Units – Watson & Conestoga Streets, Swatara Township, PA						
2 Bedroom Unit (13)						
3 Bedroom Unit (20)						
4 Bedroom Unit (8)						
Cole Crest – Townhouses – 100 units Cumbler, Wood, Kennedy and Nelly Ct. Steelton, PA						
1 Bedroom Unit (30)						
2 Bedroom Unit (20)						
3 Bedroom Unit (32)						
4 Bedroom Unit (14)						
5 Bedroom Unit (4)						
Common Area (office, community room & hallways)						
Hoy Towers – High Rise – 100 units 401 Mohn Street Steelton, PA						
0 Bedroom Unit (35)						
1 Bedroom Unit (64)						
2 Bedroom Unit (1)						
Common Area (office, kitchen, community room, trash chute & hallways)						

Bistline House – High Rise – 80 units 1291 S. 28 th St Harrisburg, PA						
0 Bedroom Unit (12)						
1 Bedroom Unit (64)						
2 Bedroom Unit (4)						
Common Area (office, kitchen, community room, trash chute & hallways)						
Genesis Court – Townhouses – 43 units Wilson & Lawrence Streets Middletown, PA						
1 Bedroom Unit (9)						
2 Bedroom Unit (11)						
3 Bedroom Unit (16)						
4 Bedroom Unit (4)						
5 Bedroom Unit (3)						
Latsha Towers – High Rise – 75 units 501 Mohn Street Steelton, PA						
0 Bedroom Unit (12)						
1 Bedroom Unit (64)						
2 Bedroom Unit (4)						
Common Area (office, kitchen, community room, trash chute & hallways)						
Essex House – Mid Rise – 50 units 320 Market Street Middletown, PA						
0 Bedroom Unit (30)						
1 Bedroom Unit (18)						
2 Bedroom Unit (2)						
Common Area (office, kitchen, community room, trash chute & hallways)						
Highspire Apartments – Mid Rise – 40 units 47 Ann Street Highspire, PA						
0 Bedroom Unit (24)						

1 Bedroom Unit (16)						
Common Area (office, kitchen, community room, trash chute & hallways)						
Rattling Creek Apartments – Mid Rise – 37 units 15 S. 2nd Street Lykens, PA						
0 Bedroom Unit (18)						
1 Bedroom Unit (18)						
2 Bedroom Unit (1)						
Common Area (office, kitchen, community room, trash chute & hallways)						
Griffith House – Mid Rise – 40 units 800 Wood Street Steelton, PA						
0 Bedroom Unit (24)						
1 Bedroom Unit (16)						
Common Area (office, kitchen, community room, trash chute & hallways)						
Laurel Hill – Townhouses – 40 units Autumn Drive Maple Lane Williamstown, PA						
1 Bedroom Unit (6)						
2 Bedroom Unit (12)						
3 Bedroom Unit (16)						
4 Bedroom Unit (1)						
Grubb Terrace – Townhouses – 10 units Market, Grubb and Vine Streets Williamstown, PA						
1 Bedroom Unit (4)						
2 Bedroom Unit (3)						
3 Bedroom Unit (2)						
4 Bedroom Unit (1)						
Steelton Family Housing – Townhouses – 18 units S. 2nd, Penn and Conestoga Streets Steelton, PA						
1 Bedroom Unit (8)						

2 Bedroom Unit (3)						
3 Bedroom Unit (3)						
4 Bedroom Unit (4)						
Gratz Park Terrace – Two Story – 30 units 100 S. West Street Gratz, PA						
1 Bedroom Unit (27)						
2 Bedroom Unit (3)						
Common Area (office, kitchen, community room, trash chute & hallways)						
Minnich Terrace – Townhouses – 20 units RD #1, Pottsville Street Lykens, PA						
1 Bedroom Unit (4)						
2 Bedroom Unit (3)						
3 Bedroom Unit (2)						
4 Bedroom Unit (1)						

APPENDIX C

CUSTOMER SATISFACTION QUESTIONNAIRE

 Company Name # of Years with Pest Control Company

 Contact Person Phone or Email Contact

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

Does the Pest Control Company respond to the company's call for service with a scheduled appointment within 48 hours of the initial service call? **Yes** **No**

If no, how often and how long delayed? _____

Does the Pest Control Company respond to the service address at the time scheduled? **Yes** **No**

If no, how often and how long delayed? _____

Does the Pest Control Company have to return to the same treated unit? **Yes** **No**

If Yes, how often and cause for retreat? _____

 Signature

 Date

APPENDIX D HUD GUIDANCE ON IPM

HUD PIH Notice 2012-17 Bedbug Guidance

HUD PIH Notice 2011-22 IPM Guidance



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

SPECIAL ATTENTION OF:

NOTICE: PIH-2012-17

Regional Directors; State and Area Coordinators; Public Housing Hub Directors; Program Center Coordinators; Troubled Agency Recovery Center Directors; Special Applications Center Director; Administrators; Offices of Native American Programs; Public Housing Agencies;

Issued: February 28, 2012

Expired: This Notice remains in effect until amended, superseded, or rescinded

Housing; Housing Choice Voucher/Section 8; Tribally Designated Housing Entities; Indian Tribes; Resident Management Corporations

Cross References:

SUBJECT: Guidelines on Bedbug Control and Prevention in Public Housing

I. Purpose

Bedbug infestations have become a serious problem in housing throughout the country. Public Housing properties are not immune to infestations. This Notice provides information and references to best practices regarding the prevention and control of bedbug infestations. It also provides guidance on the rights and responsibilities of HUD, Public Housing Agencies (PHAs) and tenants with regard to bedbug infestations.

II. Background

After a long absence, bedbug infestations are a growing problem in the United States today. According to the United States Environmental Protection Agency (EPA), bedbug populations have increased dramatically. Bedbugs are considered a pest of significant public health importance by the EPA and the Centers for Disease Control and Prevention (CDC). Although the insects are not known to transmit disease, bites may itch and cause an allergic reaction in some people, which may lead to secondary infections. The presence of bedbugs may also contribute to stress or anxiety.

Experts suspect the resurgence is associated with greater international and domestic travel, lack of knowledge regarding the complex measures needed to prevent and control bedbugs, changes in pesticide availability and technology, and increased resistance of bedbugs to available pesticides. Bedbugs are not an indicator of poor sanitation, but excess clutter can provide them more places to hide, making early detection and targeted control

difficult.

HUD has received numerous reports of bedbug infestations in Public Housing properties in various regions. HUD is working closely with other federal agencies to develop and share best practices for preventing and controlling bedbugs.

III. Applicability

This notice applies to PHAs administering the public housing and project based Section 8 program. It may also be of interest to Indian tribes/TDHEs as well as owners/agents providing assisted housing through the Housing Choice Voucher (HCV) Program.

IV. Prevention of Bedbug Infestations

The best approach to bedbug management is to prevent an infestation from occurring in the first place. Federal agencies, such as EPA and HUD, are working in tandem to develop and share recommendations to prevent bedbug infestations.

PHAs are strongly encouraged to develop an Integrated Pest Management (IPM) Plan. Such plans describe the ongoing efforts the property management will take to prevent and respond to pests. For more details on IPM, please see the online guide at <http://www.stoppests.org>. According to the EPA, principles of IPM for bedbugs include:

- Raising awareness through education on prevention of bedbugs;
- Inspecting infested areas, plus surrounding living spaces;
- Checking for bedbugs in luggage and clothes when returning home from a trip;
- Looking for bedbugs or signs of infestation on secondhand items before bringing the items home;
- Correctly identifying the pest;
- Keeping records – including dates and locations where pests are found;
- Cleaning all items within a bedbug infested living area;
- Reducing clutter where bedbugs can hide;
- Eliminating bedbug habitats;
- Physically removing bedbugs through cleaning;
- Using pesticides carefully according to the label directions; and,
- Following up on inspections and possible treatments.

In addition or as part of an IPM plan, PHAs are strongly encouraged to take the following preventive steps:

- Provide training for staff to identify bedbugs, and to perform ongoing prevention actions as outlined in the IPM. When a community is at high risk for bedbugs (for example, if the community has experienced prior infestations), periodic building inspections are recommended.

- Actively engage residents in efforts to prevent bedbugs. Education and involvement of tenants is a critical component of IPM for bedbugs. Bedbugs may often go undetected and unreported and because they are active at night tenants may not be aware of their presence. PHAs may wish to hold workshops for tenants to learn to identify bedbugs, to create unfriendly environments for pests, and to report suspicions of bedbugs as soon as possible.
- Provide orientation for new tenants and staff, and post signs and handouts regarding bedbug prevention.

More information on bedbug prevention may be found by accessing the following websites:¹

- **Healthy Homes Training:** *What's Working for Bedbug Control in Multifamily Housing?: Reconciling best practices with research and the realities of implementation.*
http://www.healthyhomestraining.org/ipm/NCHH_Bed_Bug_Control_2-12-10.pdf.
- **National Pest Management Association Bedbug Hub:**
<http://pestworld.org/pest-world-blog/the-bed-bug-hub-one-stop-shop-for-bed-bug-information>
- **National Pest Management Association Best Practices Website:**
<http://www.bedbugbmps.org>
- **Environmental Protection Agency:**
<http://www.epa.gov/pesticides/bedbugs/>
- **Public Housing Environmental Conservation Clearinghouse (PHECC)**
<http://www.hud.gov/offices/pih/programs/ph/phecc/pestmang.cfm>

V. Addressing Infestations

The PHA should respond with urgency to any tenant report of bedbugs. Within 24 hours of the tenant report, the PHA should make contact with the tenant, provide the tenant with information about control and prevention of bedbugs and discuss measures the tenant may be able to take in the unit before the inspection is performed. However, a bedbug inspection and, if necessary, treatment, may take time to schedule. The PHA should endeavor to take appropriate action within a reasonable time period using the guidelines provided below.

¹ An additional resource for interested parties is the *Bedbug Handbook*. L.J. Pinto, R. Cooper, and S.K. Kraft, *Bedbug Handbook: The Complete Guide to Bedbugs and Their Control* (Mechanicsville, MD: S.K. Pinto & Associates, 2007).

Following a report of bedbugs, the PHA or a qualified third party trained in bedbug detection should inspect the dwelling unit to determine if bedbugs are present. It is critical that inspections be conducted by trained staff or third party professionals. Low level inspections may escape visual detection. For this reason, multiple detection tools are recommended. Recent research indicates that “active” bedbug monitors containing attractants can be effective tools for detecting early infestations. Some licensed pest control applicators use canine detection to verify the presence of bedbugs. The inspection should cover the unit reporting the infestation and no less than surrounding apartments consisting of the units above, below, left and right, and should be completed within three business days of a tenant complaint if possible. If reputable, licensed pest control companies are unattainable within three calendar days, the PHA is required to retain documentation of the efforts to obtain qualified services. If an infestation is suspected but cannot be verified using the methods described above, the PHA should re-inspect the unit(s) periodically over the next several months.

When an infestation is identified, the unit and surrounding units should be treated for bedbugs according to the IPM Plan. Chemical treatments are necessary, but not reliable. Therefore, encasement, interception devices, vacuuming, steaming, freezing and commodity or building heat treatments may be utilized as part of the bedbug control effort. Infestations are rarely controlled in one visit. Effective treatment may require two to three visits, and possibly more. The length, method and extent of the treatment will depend on the severity and complexity of the infestation, and the level of cooperation of the residents.

VI. Additional Considerations

PHAs may offer protective tools to residents to help safeguard properties from infestation and recurrences. For example, the PHA may offer residents bed covers, climb-up interceptors, or other detection or protection devices that may become available. PHAs may voluntarily offer to inspect tenants’ furniture before move-in. PHAs may also offer tenants a service of non-chemical treatment of household items upon tenant move-in, non-chemical treatment or inspection of used furniture and/or non-chemical treatment of luggage before it is unpacked when a tenant returns from a trip. Tenants may voluntarily use such services, but PHAs may not require tenants to do so. These services or products are to be offered at the PHAs expense.

A PHA may not deny tenancy to a potential resident on the basis of the tenant having experienced a prior bedbug infestation, nor may give residential preference to any tenant based on a response to a question regarding prior exposure to bedbugs. A PHA may not charge a tenant to cover the cost of bedbug treatment; such costs should be covered by the PHA. HUD reserves the right to approve Lease Addenda. Lease Addenda may not conflict with this Notice.

VII. Tenant Rights and Responsibilities

Tenants are strongly encouraged to immediately report the suspicion of possible bedbugs in a housing unit or other areas of the property. Early reporting allows the pests to be identified and treated before the infestation spreads. Tenants are the first line of defense against bedbug infestations and should be encouraged to create living environments that deter bedbugs. This includes reducing unreasonable amounts of clutter that create hiding places for bedbugs, and regular checking of beds and laundering of linens.

Bedbug infestations can cause health concerns, including physical discomfort and may contribute to stress and anxiety on the part of the residents. Tenants should be advised of the following:

- A PHA may not deny tenancy to a potential resident on the basis of the tenant having experienced a prior bedbug infestation, nor may an owner give residential preference to any tenant based on a response to a question regarding prior exposure to bedbugs.
- A tenant reporting bedbugs may expect expeditious response and attention by the PHA, but should be advised that inspection and, if necessary, treatment of bedbugs may take time to schedule. The inspections should occur within three calendar days of the tenant report when possible.
- Following a report of bedbugs, the PHA or a qualified third party trained in bedbug detection should inspect the dwelling unit to determine if bedbugs are present. It is critical that inspections be conducted by trained staff or third party professionals. The PHA may enter the unit to perform these activities, in accordance with the lease.
- If bedbug infestation is found in the unit, the tenant may expect treatment to begin within five days of the inspection, though depending on the form of treatment, this may not be possible. Tenants should be advised that treatment may take several weeks.
- Tenants are expected to cooperate with the treatment efforts by allowing for heat treatment of clothing and furniture and refraining from placement of infested furniture or other items in common areas such as hallways. Tenant cooperation is shown to expedite the control of bedbugs and to prevent spreading of infestations.
- Management may make staff available to help with moving and cleaning of furniture to accomplish the treatment effort.
- The tenant will not be expected to contribute to the cost of the treatment effort.

- The tenant will not be reimbursed the cost of any additional expense to the household, such as purchase of new furniture, clothing or cleaning services.

VIII. REAC Inspections

Bedbugs should be addressed when reported by staff, tenants or the Real Estate Assessment Center (REAC), regardless of the score of the REAC physical inspection. Inspectors ask the PHA to identify any units and/or buildings that are infested before the inspection begins. When bedbugs are reported or observed, the inspector will record the units and/or buildings affected in the comment section of the Physical Inspection report, noting that bedbugs were reported. The inspector will then select an alternate unit to inspect to replace any unit with observed or reported bedbugs.

REAC sends a “Bedbugs Reported” email to the local PIH field office with a copy to the PIH Regional director when bedbugs are noted in the comments section of a Physical Inspection Report. The PHA will see the information about bedbugs in the comment section of the Physical Inspection Report which provides PHAs with the necessary information to address the situation.

/s/

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

Attachment



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

SPECIAL ATTENTION OF:

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

NOTICE: PIH-2011-22

Issued: April 26, 2011

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

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

1. **Purpose.** The purpose of this Notice is to promote and encourage the use of IPM by Public Housing Authorities (PHAs), Indian tribes, Tribal Designated Housing Entities (TDHEs), and owner/agents providing assistance through the HCV program. This notice provides guidance to Public Housing Authorities (PHAs) on the benefits of IPM, additional technical assistance and training opportunities for PHAs. Pest management is integral to the provision of safe and sanitary housing. In accordance with 24 CFR 903.7 (e) (2), PHAs must include in their PHA plans a description of any measures necessary for the prevention or eradication of pest infestations. IPM is an ecological approach using an array of methods to prevent and control pests with reduced reliance on pesticides. Procedures contained within this notice remain in effect until superseded by subsequent HUD Directive or guidance.
2. **Applicability.** This notice applies to PHAs administering the public housing and project based Section 8 program, and may be of interest to Indian tribes/TDHEs as well as owners/agents providing assisted housing through the Housing Choice Voucher (HCV) Program. The decision to use IPM techniques in their ongoing pest control effort is under PHA, Indian tribes/TDHE discretion. 24 CFR 990.165(a) covers cost associated with Project Expense Level (PEL) such as maintenance expenses. IPM is a maintenance expense.
3. **Background.** The goal of IPM as defined by the Environmental Protection Agency (EPA) is to control pests by the most economical long term means, and with the least possible hazard to people, property, and the environment. To undertake IPM, project managers should be committed to ongoing or continuous monitoring and record keeping, educational outreach to residents and staff as well as implementing good communication strategies between residents and building managers. IPM methods include: restricted pest access to

food/water; vigilant sanitation and waste management; mechanical control; physical barriers; structural maintenance; and, where necessary, the judicious use of pesticides.

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

5. **Health Concerns.** Pests may adversely impact the health of residents and contribute to worsening some diseases, such as allergies and asthma. Cockroaches can cause asthma in children and can transfer disease-causing organisms to food and surfaces they contaminate. Rodents, such as mice and rats, carry disease, can trigger asthma attacks and even cause fires by gnawing through electrical wires. Although bed bugs are not known to transmit infectious diseases, their bites can lead to secondary infections. Bed bugs can cause

emotional distress and sleep deprivation for residents as well. Bed bug infestations can spread quickly and must be treated aggressively. All pest control methods are targeted to protecting the health of residents and staff. Although applying pesticides may be effective in eliminating pest populations, many of these chemicals are associated with health and/or environmental risks, and their use should be minimized if alternative methods exist. This is especially important in buildings housing vulnerable age groups such as children or the elderly and in buildings housing residents with compromised immune systems or who may suffer from Multiple Chemical Sensitivity and other environmental illnesses. Therefore, IPM offers the potential to ensure efficacy of pest elimination while protecting the health of residents, staff and the environment.

6. **Building.** Most of the effective methods of pest elimination, including ongoing repairs, erection of barriers, and monitoring, will extend the useful life of a building and as a result generate significant savings that could offset the costs of the pest control. Many of these non-application methods, including structural maintenance, and inspecting for and repairing leaking pipes and cracks in roofs, walls, and windows are effective in preventing moisture intrusion and accumulation. Additionally, IPM-conscious PHAs assess the need to install physical barriers to both pest entry and pest movement within every structure thereby reducing the spread of pest infestations.
7. **Implementation.** HUD promotes IPM as a pest control method. IPM effectively eliminates pests in safer and long term cost-effective ways than traditional pesticide treatments. IPM frequently has proven to be more effective in reducing pest populations than relying solely on broadcast pesticides. The Boston Housing Authority (BHA) experienced approximately one-third reduction in pest related work orders over multiple years in multiple sites. BHA has maintained this reduction and now uses IPM in all its BHA maintained properties. Continuation of the IPM program after initial development cost is considered preventative maintenance expense and is an eligible program activity under the Public Housing Operating Subsidy as codified at 24 CFR 990.165. Successful IPM requires resident participation through proper housekeeping, reporting of pest infestations, and trash removal. Residents can monitor pest populations and assist in identifying how to eliminate access to food and water for pests. Resident organizations must be prepared to assist residents who need help to follow the IPM policy. HUD encourages PHAs to partner with local pest management organizations.
8. **Procurement of IPM Services.** If a PHA uses an outside contractor for pest control, the PHA's pest control/IPM policies and procedures should be incorporated into the specifications or statement of work for the pest management contract. PHAs using an outside contractor are encouraged to use companies that are trained and certified to provide IPM services either through Green Shield certified (<http://www.greenshieldcertified.org/>) or Green Pro (<http://www.npmagreenpro.org/>). The PHA should also consider training for maintenance staff, residents, Resident Councils as well as PHA administrative staff who oversee housing developments or administer occupancy and rental duties such as unit housekeeping inspections.
9. **PHA Maintenance Staff.** If a PHA uses its own maintenance staff for pest management, proper training in the PHA's IPM procedures is essential. It is especially critical to be trained in the proper treatments methods PHAs can use when treating for bed bugs. The contract administrator for any pest management contract should be trained as well. Successful results rely upon proper implementation; training is therefore of critical

importance. IPM training is available at: <http://www.stoppests.org/> and <http://www.healthyhomestraining.org/ipm/training.htm>.

10. **Area of High Concern, Bed bugs.** As the number of bed bug infestations rise throughout the country, HUD is in the process of developing protocols to address this growing problem. HUD is addressing the unit inspection process as well as developing the tools necessary for PHAs to identify, treat and monitor the effectiveness of bed bug treatments in its portfolio. Identifying, reporting, treating and monitoring pest infestations are all critical components of IPM and are effective in addressing the bed bug problem.
11. **Reference Materials for Implementing IPM.** The below list of IPM practices does not constitute a HUD endorsement of any specific practice, but provides IPM ideas and practices that have been used to improve pest management while reducing unnecessary dependence on pesticides. HUD encourages PHAs, Indian tribes/TDHEs to share their policies, procedures, resident leases, and written case studies so that these may be published on the HUD website for others to read.
 - a. National Center for Healthy Housing: <http://www.healthyhomestraining.org/ipm>
 - b. Bed Bugs: “What’s Working for Bed Bug Control in Multi-family Housing”
http://www.healthyhomestraining.org/ipm/NCHH_Bed_Bug_Control_2-12-10.pdf
<http://pestworld.org/pest-world-blog/the-bed-bug-hub-one-stop-shop-for-bed-bug-information>
 - c. National Pesticide Information Center: <http://www.npic.orst.edu/>
 - d. Integrated Pest Management (IPM), A Guide for Managers and Owners of Affordable Housing, Boston Public Health Commission:
http://http://asthmaregionalcouncil.org/uploads/IPM/asthma_ipm_guide.pdf.
 - e. U.S. Environmental Protection Agency:
 - i. General IPM information <http://www.epa.gov/opp00001/contolling/index.htm>
housing): <http://www.epa.gov/pesticides/ipm>
 - ii. EPA staff contacts: <http://www.epa.gov/pesticides/about/contacts.htm#ipm>
 - iii. List of EPA IPM publications and instructions for ordering documents:
<http://www.epa.gov/oppfead1/Publications/catalog/subpage3.htm>
 - f. Massachusetts Department Agriculture Resources – Building Managers and Landlords:
http://www.mass.gov/agr/pesticides/docs/CIB_Building_Managers.pdf
 - g. HUD funded “Healthy Public Housing Project” conducted by the Harvard School of Public Health In Boston Public Housing, <HTTP://www.hsph.harvard.edu/hphi/>
 - h. Bed Bug Fact Sheets in English and Spanish produced by Dr. Dini Miller,
<http://www.vdacs.virginia.gov/pesticides/bedbugs-facts.shtml>
12. **PHA Case Studies On IPM Application.**
 - i. Cuyahoga Housing Authority:
http://www.healthyhomestraining.org/ipm/Case_Study_Cuyahoga_10-20-07.pdf
 - ii. Boston Housing Authority:
http://www.healthyhomestraining.org/ipm/casestudy_holgate.pdf
 - iii. New York City Department of Health, Columbia University and the New York City Housing Authority: <http://www.beyondpesticides.org/dailynewsblog/?p=1604>

13. For further information contact Leroy Ferguson at (202) 402-2411 or email at Leroy.Ferguson@hud.gov or you can contact the nearest HUD Field Office of Public Housing

within your state. Indian tribes and TDHEs should contact the nearest HUD Office of Native American Programs. Locations of these offices are available on HUD's website at <http://www.hud.gov>.

/s/

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

APPENDIX E REQUIRED HUD FORMS

Instruction of Offerors for Non-Construction (HUD Form 5369-B)

Certifications and Representations of Offerors Non-Construction Contract (HUD Form 5369-C)

**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 or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to 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.

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

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

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

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:
