

REQUEST FOR PROPOSALS

PEST CONTROL AND MANAGEMENT SERVICES



.....

JEFFERSON COUNTY
HOUSING AUTHORITY

.....

3700 INDUSTRIAL PARKWAY
BIRMINGHAM, ALBAMA 35217

Submission Date: Thursday, May 9, 2024

Request for Proposals for Pest Control & Management Services for the Jefferson County Housing Authority

A. Background

The Jefferson County Housing Authority (hereinafter, "JCHA") was incorporated in 1941 in order to provide safe and sanitary housing for qualified low-income persons residing in the Jefferson County, Alabama area. JCHA is a public corporation duly organized and validly existing under the provision of the Code of Alabama 1975, Title 24, CH1, Article 3, governed by a five-member Board of Commissioners, each appointed to their position by a member of the Jefferson County, Alabama Board of Commissioners.

The Jefferson County Housing Authority (JCHA) is a public housing provider in Jefferson County, Alabama, and home to low- and moderate-income residents including seniors, families, singles, and people with special needs. JCHA residents come from diverse backgrounds. This diversity includes age, education, language, sexual orientation, mental and physical disability, religion, ethnicity, and race.

JCHA's housing portfolio includes a variety of types of units including townhomes, single story apartments, and duplexes located throughout Jefferson County. JCHA also manages units for the Jefferson County Housing & Development Corporation.

B. Request

JCHA is seeking responses from qualified Firm/ Contractors with demonstrated professional competence, experience, and licensing to provide **Pest Control and Management Services**. The responses shall consist of Qualifications, Experience, Financial Proposal, and staffing plan.

The award will be made to the respondent Firm(s)/Contractor(s) whose proposal and qualifications are most advantageous to the JCHA, considering all factors. The list of Properties, Sites and Units to be covered and served by this RFP is included as an attachment to this document.

The contract(s) resulting from this RFP shall be for a term of one (1) year and may be renewed annually for an additional one (1) year term, for up to four (4) subsequent years. No contract shall be extended beyond a five (5) year period. The contract(s) may also be amended for additional specialty projects and/or services not included within the base scope of services of this RFP.

The award of contract(s) will be determined from the evaluation process and criteria as defined in Part G. of this document. However, the JCHA reserves the right to interview all or some of the proposal respondents if it so chooses. Furthermore, the JCHA reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities.

Note: There will be a Separate Award for the contract of the Properties owned and operated by the Tarrant Housing Authority.

C. Scope of Services and Specifications

JCHA is seeking responses from qualified Firm/ Contractors with demonstrated professional competence, experience, and licensing to provide the requested services. Details follow:

1. **General** – The purpose of these Services is to identify the tasks required of Firm/ Contractors as part of the JCHA's overall Pest Control & Management Program. The program is intended to be a partnership between the JCHA and the Firm/ Contractor that will focus on Prevention and Control. The goals and responsibilities noted below shall constitute the base elements of the program. Firm/ Contractors are expected to address the following in their proposal submission.

Inspections:

- Initial –
The Firm/ Contractor shall conduct an initial inspection during the first month of service or when being assigned new sites and/or properties. The initial inspection is for the contractor to evaluate the needs of the premises and to present findings to JCHA in furtherance of the identification of pests and environmental conditions that cause the spread of pests.

The following specific points should be addressed:

- a. Identification of problem areas in and around all buildings/units;
- b. Discussion of effectiveness of previous efforts;
- c. Contractor access and coordination to access all necessary areas;
- d. Establish locations for routine monitoring in common areas; and
- e. Information needed for the contractor or any restrictions or special safety precautions.

- Routine –
Conduct routine regularly scheduled Monthly/ Quarterly inspection services for pests, set out or collect monitoring traps, and treat units or exterior for pests, as needed.

Routine Treatment(s):

- Monthly –
The Firm/ Contractor will establish a monthly schedule for routine pest control treatment and will notify the manager of any needed adjustments to schedule. Technical proposal should describe tasks included in this treatment.

NOTE: You may propose alternating inside and outside treatment.

- Quarterly –
The Firm/ Contractor will perform quarterly routine treatment of administrative offices, which may coincide with the monthly treatment of that AMP. Technical proposal should describe tasks included in this treatment.

Call-Back Service:

The Firm/ Contractor shall conduct follow-up inspections in response to resident or staff complaints. Routine call-back service shall be furnished within one (1) workday after receipt of notification by JCHA. Call-back service required by JCHA due to contractor negligence or unacceptable service will be at **no charge**.

Emergency Inspection and Treatment:

Upon request, the Firm/ Contractor shall respond and inspect within 8 hours of the initial contact with the pest(s). The Firm/ Contractor shall treat for the identified pest(s) and

schedule a follow-up treatment with the JCHA immediately after the performance of the emergency inspection. These services shall be performed during normal business hours.

Use of Pesticides When Necessary:

The Firm/ Contractor shall use pesticides, as needed, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment. Provide a copy of pesticide label and Material Safety Data Sheets (MSDS) to AMP management.

Special Service(s):

The Firm/ Contractor shall conduct inspection and pest control as agreed to by the Firm/ Contractor and JCHA for pests not covered by routine inspections and treatments, such as wood-boring insects, birds, bed bugs, and snakes.

Customer Satisfaction:

The Firm/ Contractor shall respond within 48 hours of the site reaching out to them. The Firm/ Contractor shall schedule an initial and/ or follow up appointment with the site within 48 hours of the request.

2. **Provision of Control and Management Plan** – At a minimum, the Plan shall consist of the following:

Materials and Equipment for Service:

The Firm/ Contractor shall provide all materials and equipment to perform pest control services, including 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 devices or equipment.

Method for Monitoring and Surveillance:

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

Service Schedule for Each Building or Site:

Within 14 days of contract award, the Firm/ Contractor shall provide complete service schedules that include specific day(s) of the week of Contractor visits, and approximate duration of each visit. The Firm/ Contractor's proposal shall assume a monthly treatment per property, except administrative offices. If more or less frequent visits may be needed based on inspections and trap results, the Firm/ 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 JCHA operations.

Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort:

The Firm/ Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

Planned Personnel and Licensure:

The Firm/ Contractor shall identify the personnel providing pest control, including the pest management supervisor and certification/license of each. Within 14 days of

contract award, Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract.

The Firm/ 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 business-like manner, with minimal noise and disruption.
- Cooperate with the building occupants to assure the progress of this work.
- Maintain certification as Commercial Pesticide Applicators in the category of residential and institutional pest control services.
- While working at JCHA owned or leased properties, shall wear distinctive uniform clothing that has the contractor's name affixed in a permanent manner.

Updates to Plan:

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

3. Reporting – At a minimum, the Firm/ Contractor shall report as follows:

Upon completion of each treatment cycle at a property, the Firm/ Contractor must submit the extermination log with spreadsheet summary highlighting troubled areas or units **within one week** after the treatment cycle. This log must be signed and approved by the property manager, who will forward it to the JCHA's Accounting Department. **Payment will not be processed without a signed and approved log.**

In addition to the above, the contractor will

- Provide a brief narrative regarding increase in or new infestations, by unit or apartment number, and recommendation for treatment or preventative measures.
- Provide recommendations for change to more effective chemicals.
- Provide the above to the property manager or contract administrator.

Failure to submit the above report on time shall be considered a material breach of the contract and could be used as a basis for termination of the contract.

D. Proposal Submission Time and Place

One (1) signed original proposal must be submitted to **Jefferson County Housing Authority, 3700 Industrial Parkway, Birmingham, AL 35217** and be received no later than **2:00 P.M.** (Central Time) on **Thursday, May 9, 2024**. The signed proposal can be physically dropped off at the above-mentioned address or sent via USPS. Additionally, the signed proposal can be emailed to dwilliams@jcha.com with the subject marked **RFP for Pest Control and Management Services**. Facsimile transmissions WILL NOT be accepted.

Questions and Requests for Information related to this RFP must be submitted in writing or via email no later than Wednesday, May 1, 2024, to allow the JCHA to properly respond prior to the RFP Submission Date. All questions shall be mailed c/o: David Williams or emailed to dwilliams@jcha.com.

E. Requirements

Minimum Eligibility:

- Demonstrated experience with similar work conducting Pest Control and Management for Public Housing Authorities or other public entities.
- Licensed to practice in the State of Alabama and must be current.
- Proposer must not be debarred, suspended, or otherwise ineligible to contract with JCHA, and must not be included on the General Services Administration's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" or the Department of Housing and Urban Development's "Limited Denial of Participation" list.

Submission:

- **Overview of Firm/ Contractor** – A written description of the firm's organization, years of experience, and types of services offered by the firm. Also, a written statement outlining the firm's previous experience in performing similar work. List of key principals, directors, or partners, including biographies. Attach an organizational chart, if available.
- **References** – A minimum of three (3) references including a contact person and a telephone number for each reference should be provided.
- **Staff Resumes** – Provide detailed resumes of each staff member that will be assigned to this project, including registration and professional certifications. Please provide details as to the overall supervision to be exercised over the team by the firm's management.
- **Fixed Fee/ Price for Services** – A fixed fee/ price for services shall be provided for the Pest Control and Management Services, individually. A total fixed fee/ price can be provided as a separate line item, if quoting for both services.
- **Required Documents** – Respondents must complete and submit the attachments affixed to this RFP.
- **Proof of Insurance** – Levels and types of insurance listed below are required.
- **License & Registrations** – Copies of appropriate business licenses and registrations to practice in the State of Alabama.

F. Insurance Requirements

Proof of insurance must be provided within 72 hours of contract award. A certificate of insurance must be provided stating the limits, effective and expiration dates of coverage, and must include an endorsement adding JCHA as an additional named insured.

- Comprehensive General Liability - \$1,000,000.00 combined single limit, per occurrence, with coverage to include Premises/Operations Liability, Errors and Omissions Liability, and Personal Injury Liability
- Workers Compensation, in accordance with Alabama Law
 - Note: Firm/ Contractors with five (5) or more employees is required to a certificate verifying coverage. Generally, \$500,000 bodily injury for each accident, disease or combination of accident and disease
- Automobile Liability - \$500,000.00 combined single limit, per occurrence

G. Review & Selection Process

All proposals will be evaluated based on the criteria outlined below. The Evaluation Committee will review proposals according to the evaluation factors and points to determine which proposals meet the specifications and will score those that meet the specifications. The committee will discuss the proposals and decide which proposal, will be recommended for approval. The Evaluation Committee may interview Firm/ Contractor(s), at its discretion, if clarification is deemed necessary.

Evaluation Criteria

1. Evidence of the Firm/ Contractor's ability to perform the work, as indicated by profiles of the principals and staff's professional and technical competence and experience and requirements of the Scope of Services and Specifications:

30 points
 2. Firm/ Contractor's capability and capacity to handle this project in a timely manner as evidence from background and experience on comparable and similar projects:

15 points
 3. Competitiveness of Proposed Price and Fees based on projects and simplicity of fee structure. Past performance, in terms of cost control, quality of work and compliance with proposed control and management plan:

35 points
 4. Overall Quality of Customer Satisfaction based on references:

10 points
 5. Section 3 Business Concern:

10 points
- Total: 100 points**

H. Awards

- JCHA reserves the right to cancel this RFP or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interests of JCHA.
- JCHA will make award(s) to the Firm/ Contractor(s) whose proposal represents the best overall value to the JCHA, based on the evaluation of the Firm/ Contractor(s) proposal submission and interviews, if required.
- JCHA reserves the right to waive any minor informalities in any proposals received if it is in the public interest to do so, and to make multiple awards if in the best interest of JCHA.
- JCHA reserves the right to terminate a contract awarded pursuant to this RFP at any time for its convenience upon 10 days written notice to the successful proposer(s).
- JCHA reserves the right to make award to multiple proposers, if it is deemed to be in the best interest of the JCHA and the overall completion of the project.
- In the event of default by the successful Firm/Contractor, JCHA may procure the services specified from other sources. The defaulting contractor shall agree to reimburse JCHA for any additional costs incurred as a result of such default as a condition of award of the Contract.
- This will be a Section 3 covered contract and the Section 3 Clause will be included in the contract executed for this service. Thus, the Firm/Contractor must agree to ensure that employment and other economic opportunities resulting from this contract, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

I. Required Documents

The following documents must be submitted with your proposal. Insurance certificates and licenses will be required when contract is signed.

- Firm/ Contractor Contact Information
- Affidavit
- HUD Form 5369-C Certifications & Representations of Offerors on Non-Construction Contract.
- Section 3 Clause Compliance Commitment
- Pricing Quote Form

Attachments

- a. Properties & Sites**
- b. Affidavit**
- c. HUD Form 5369-C Certifications & Representations of Offerors on Non-Construction Contract**
- d. Section 3 Clause Compliance Commitment**
- e. Pricing Quote Form**

PROPERTIES & SITE LISTING

Housing Portfolio and AMPS

<u>AMP</u>	<u>DEVELOPMENT</u>	<u>ADDRESS</u>
Bessemer		
	Terrace Manor I	4501 Little Drive, Bessemer AL
	Terrace Manor II	4700 Little Drive, Bessemer
	Oak Ridge	4462 Oak Ridge Cir, Brighton AL
Fultondale		
	Fultondale Village	2100 Stoney Brook Lane, Fultondale AL
	Brookside	101 Village Cir, Brookside AL
	Red Hollow	Valley Terrace & Valley Ct, Birmingham, AL
	Hickory Grove	3728 Murphree Rd, Birmingham, AL
Warrior		
	Warrior Courts	601 Pecan St. Warrior AL
	Chelsea Gardens	Palmer Cir, Mimosa St & Helen St
	Bradford	8717 Adkins Dr., Pinson AL
	Trafford	2395 Warrior-Trafford Rd, Trafford AL
	Dixie Manor	3995 Sharon Church Rd, Pinson AL
Spring Gardens		
	Spring Gardens 1	201 Spring Gardens Road Birmingham, AL
	Spring Gardens 2	201 Spring Gardens Road Birmingham, AL
	Spring Gardens 3	201 Spring Gardens Road Birmingham, AL
	Spring Gardens 4	201 Spring Gardens Road Birmingham, AL
	Hickory Ridge 1, 2, & 3	201 Spring Gardens Road Birmingham, AL
	Brighton Gardens	4110 McClain St, Brighton AL
Tarrant		624 Bell Ave Tarrant AL

AFFIDAVIT

Non-Collusion

This proposal is genuine and not a collusive or sham proposal; neither the proposer/bidder nor any of its agents, representatives, employees has in any way colluded, conspired, connived or agreed, directly, with any other proposer/bidder, firm, or person, to submit a collusive or sham proposal or to refrain from bidding, or has in any manner, directly or indirectly, sought, by unlawful agreement or connivance with any other proposer/bidder, firm or person to fix the bid price in that proposal, or to fix overhead, profit or cost element of said price, or that of any personal interest in the proposed contract; and that all statements in said proposal or bid are true.

AND

Debarred, suspended

The proposer/bidder hereby certifies that neither the firm nor the proposer/bidder have been debarred, suspended, or otherwise prohibited from professional practice by any Federal state, or local agency.

AND

Conflict of Interest

The proposer/bidder represents that no person who currently exercises any function or responsibility in connection with the Housing Authority has any direct or indirect personal financial interest in the proposed contract.

AND

E-Verify

I hereby attest that this business does not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Further, I attest that this business is enrolled in the E-Verify program, and it is used in the hiring process to assure that candidates may be legally employed in the United States.

AND

Non-Discrimination Policy

This business does not discriminate in their hiring practices on the basis of race, color, creed, sex, handicap, or national origin.

AND

Acknowledgment

I hereby acknowledge that I have received HUD Form 5369-C and have read and understand this documents.

Company: _____

Signature and Title: _____

Date: _____

State of Alabama, _____ County

On this _____ day of _____, 2024, before me, the undersigned notary public, _____ personally appeared and is known to be to be the person whose name is subscribed to this instrument, and it is acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

COMMISSION EXPIRES

Section 3 Clause Compliance Commitment

All Section 3 covered contracts shall include the following Section 3 Clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section

3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Acknowledged:

For: _____
Company Name

By: _____

Date: _____

PRICING QUOTE FORM

Jefferson County Housing Authority
 RFP – Pest Control and Management Services
 Submission Date: Thursday, May 9, 2024

Print Name of Firm/ Contractor Submitting this Proposal

Please submit pricing for each AMP for which you are proposing services.

	TYPE OF INSPECTION				
	<u>Initial</u>	<u>Routine</u>	<u>Emergency</u>	<u>Callback</u>	<u>Special Service Heat Treatment</u>
<u>Bessemer AMP</u>					
Admin Office					
Terrace Manor I					
8-1 Bedroom					
58-2 Bedroom					
14-3 Bedroom TH					
Terrace Manor II					
3-3 Bedroom					
47-3 Bedroom TH					
Oak Ridge					
8-1 Bedroom					
18-2 Bedroom					
8-3 Bedroom					
8-3 Bedroom TH					

	<u>Initial</u>	<u>Routine</u>	<u>Emergency</u>	<u>Callback</u>	<u>Spl Svc - Heat</u>
Fultondale AMP					
Admin Building					
Admin Office					
Fultondale Village					
6-1 Bedroom					
12-2 Bedroom					
18-2 Bedroom TH					
8-3 Bedroom					
10-3 Bedroom TH					
6-4 Bedroom TH					
Brookside					
10-1 Bedroom					
22-2 Bedroom					
18-2 Bedroom TH					
6-3 Bedroom					
18-3 Bedroom TH					
8-4 Bedroom					
Red Hollow					
14-2 Bedroom					
10-3 Bedroom					
2-4 Bedroom					
Hickory Grove					
4-1 Bedroom					
20-2 Bedroom					
14-3 Bedroom					

	<u>Initial</u>	<u>Routine</u>	<u>Emergency</u>	<u>Callback</u>	<u>Spl Svc - Heat</u>
<u>Warrior AMP</u>					
Warrior Courts					
6-1 Bedroom					
16-2 Bedroom					
14-3 Bedroom					
2-4 Bedroom					
Chelsea Gardens					
20-1 Bedroom					
14-2 Bedroom					
6-3 Bedroom					
Bradford					
4-1 Bedroom					
14-2 Bedroom					
8-3 Bedroom					
Trafford					
6-1 Bedroom					
18-2 Bedroom					
7-3 Bedroom					
2-4 Bedroom					
Dixie Manor					
4-1 Bedroom					
14-2 Bedroom					
22-3 Bedroom					
4-4 Bedroom					

	<u>Initial</u>	<u>Routine</u>	<u>Emergency</u>	<u>Callback</u>	<u>Spl Svc - Heat</u>
<u>Spring Gardens AMP</u>					
Spring Gardens 1					
98-1 Bedroom					
2-2 Bedroom					
Spring Gardens 2					
90-1 Bedroom					
10-2 Bedroom					
Spring Gardens 3					
20-1 Bedroom					
Spring Gardens 4					
20-1 Bedroom					
4-2 Bedroom					
Hickory Ridge 1, 2 & 3					
52-1 Bedroom					
Brighton Gardens					
6-1 Bedroom					
5-2 Bedroom					
<u>Tarrant Housing Authority</u>					
38-1 Bedroom					
41-2 Bedroom					
16-3 Bedroom					
2-4 Bedroom					

Proposals Must be by AMP. (ie., Firm/ Contractors must provide Pricing for ALL Properties and Site included in an AMP.) However, Firm/ Contractors are not required to provide Pricing to perform services at all AMPs.

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/offers 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:
