

**HOUSING AUTHORITY OF THE
TOWN OF HARRISON**

REQUEST FOR PROPOSALS

EXTERMINATING SERVICES

Under a Fair and Open Process in Accordance
with N.J.S.A. 19:44A-20.4 et seq.

**PROPOSALS MUST BE SUBMITTED BY
12:00 P.M. on September 2, 2020:**

Raymond Lucas
Executive Director
Housing Authority of the Town of Harrison
788 Harrison Avenue, Bldg. #1
Harrison, New Jersey 07029

Request for Proposals

Proposals for Exterminating Services will be received by the Housing Authority of the Town of Harrison (Housing Authority), 788 Harrison Avenue, Bldg. #1. Harrison, New Jersey 07029 until **12:00 p.m. on September 2, 2020.**

Interested firms may obtain a copy of the complete Request for Proposals (RFP), including specifications, scope of services, and required documentation, from the Housing Authority's website, www.harrisonhousing.com, under the Bid/RFP/RFQ section. Please note that any prospective respondent obtaining the RFP from the website shall be responsible for ensuring they are aware of any addendums to the RFP by verifying such with the Housing Authority's administrative offices or the Housing Authority's website prior to submission.

All proposals shall be submitted in a sealed envelope labeled appropriately (proposal title and return address) and delivered to Raymond Lucas, Executive Director, Housing Authority of the Town of Harrison, 788 Harrison Avenue, Building #1, Harrison, New Jersey 07029 by the deadline listed above, using one of the following submission procedures:

HAND-CARRIED/MAILED/OVERNIGHT/EXPRESS MAIL DELIVERY

Proposals received after this date and time for any reason shall not be considered and will be returned to the sender. All proposals shall include any and all required documentation requested therein and a failure to abide by the RFP's instructions in any way may lead to the proposal being rejected as non-responsive to this advertisement. Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

This RFP is being issued pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. All responses submitted are subject to these instructions and to the Instructions to the Offerors, Non-Construction form HUD 5369-B.

The Housing Authority reserves the right to reject any and all proposals and/or to waive any informality in the responses. No proposals may be withdrawn for a period of sixty (60) days after the submission deadline.

1. PURPOSE

The Housing Authority of the Town of Harrison (hereinafter called "Housing Authority" or "HHA") is a public housing agency with administrative offices located at 788 Harrison Avenue, Building #1, Harrison, New Jersey 07029. The agency maintains various affordable housing properties in Harrison, New Jersey and supports a public housing program as administered by the United States Department of Housing and Urban Development (HUD).

In accordance with applicable Federal and State of New Jersey requirements, the Housing Authority is currently accepting proposals for **Exterminating Services**. It is the Housing Authority's desire to retain the services of a qualified exterminating company for a period of one (1) year. All services must be provided in accordance with the existing rules, orders, directives, and regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), as well as all applicable state and federal laws.

All proposals shall be reviewed for completeness and shall be analyzed in accordance with the criteria contained herein. Therefore, the HHA urges all interested firms to carefully review the requirements of the RFP, including the attached Instructions to Offerors (HUD-5369-B). Failure to abide by the RFP's instructions, in any way, may lead, in the Housing Authority's sole discretion, to the rejection of the proposal as non-responsive.

2. SCOPE OF SERVICES

The successful respondent shall be required to provide the full range of exterminating services for all 268 dwelling units owned and operated by the Housing Authority. The development known as Harrison Gardens contains ten buildings and 214 units. The development known as Kingsland Court contains three buildings and 54 units.

Specifically, the successful respondent shall be responsible for the extermination of roaches, bed bugs, ants, rodents, and all other pests in all offices, common areas, and dwelling units at the above-indicated properties. The Scope of Services shall include, but not be limited to, the following for each property:

- a. Conduct monthly inspections of all common areas and dwelling units.
- b. Apply effective chemical treatments and/or set traps as needed to prevent infestations.
- c. If pests are detected, apply effective chemical treatments and/or set traps as needed to exterminate pests.
 - a. If bees are detected, the hive must be removed and relocated off the property – it must not be exterminated.
 - b. If wasps or hornets are detected, they are to be considered pests and are to be exterminated accordingly.
- d. Schedule follow up appointments to ensure pests have been successfully exterminated. Conduct follow up treatments and/or set additional traps as needed to address continuing pest issues.

- e. Use only chemical treatments which are approved by the U.S. Environmental Protection Agency and the N.J. Department of Environmental Protection.
- f. Handle chemicals in strict compliance with all applicable legal requirements and manufacturer recommendations.
- g. Switch chemicals as needed to ensure continued efficacy of pest control program.
- h. Notify the Housing Authority of all site visits.
- i. Promptly respond to service calls, as needed.
- j. Complete service log for all site visits.
- k. Notify the Housing Authority of any housekeeping issues that are interfering with the effective extermination of pests.

It is understood that all materials and equipment needed to perform the aforementioned services are the sole responsibility of the Contractor to purchase and maintain.

3. QUALIFICATIONS

All respondents shall meet the following minimum requirements:

- A. Is authorized to do business in the State of New Jersey.
- B. Has the capability to provide the full scope of services described herein.
- C. Has all licensed/certifications legally required to handle and apply chemical treatments for pests in apartment buildings.
- D. Has never, at any time, been suspended, debarred, declared ineligible, or voluntarily excluded by the U.S. Department of Housing and Urban Development, the U.S. Department of Justice, the U.S. General Services Administration, the U.S. Internal Revenue Service, or any other federal agency or the Federal Government, and/or the N.J. Department of Labor, or any other state agency or the State of New Jersey.

Failure to meet any of the foregoing qualifications is considered a material defect and shall result in the disqualification of the Respondent.

4. SUBMISSION OF PROPOSALS

All Proposals must be sealed and received by the Housing Authority (via mail, courier service such as Fed Ex or UPS, or hand-delivery only) no later than **12:00 P.M. on September 2, 2020** at the following address:

Housing Authority of the Town of Harrison
788 Harrison Avenue, Bldg. #1
Harrison, New Jersey 07029
ATTN: Raymond Lucas, Executive Director

The sealed envelope must be marked "Proposal for Exterminating Services".

5. PROPOSAL REQUIREMENTS

- A. Proposals shall be submitted on the company letterhead and signed by the owner or an executive officer of the company. Respondents should demonstrate how and why their services meet the Housing Authority's needs and qualification requirements. Respondents should also provide a history of the business.
- B. **Relevant Experience-** Respondents are required to describe their experience in providing exterminating services in multiple unit dwellings (e.g. apartments).
- C. **References-** Respondents are required to submit a minimum of three references from multiple unit dwellings.
- D. **Proposed Treatment Plans-** Respondents are required to specify in detail all treatment protocols and methods they will use to prevent infestations and to exterminate each type of pest that may be encountered.
- E. **Required Documentation-** Each respondent shall submit the following documents as part of their formal proposal:
 - a) One (1) Original and One (1) Copy of Proposal
 - b) Proposal Checklist
 - c) Acknowledgement of Addenda
 - d) Fee Proposal Form
 - e) HUD-5369C – Certification and Representations of Offerors
 - f) Certification Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - g) Non-Collusion Affidavit
 - h) Statement of Corporate Ownership
 - i) Affirmative Action Compliance Notice
 - j) New Jersey Business Registration Certificate
 - k) New Jersey Commercial Pesticide Applicator License
 - l) Certificate of Insurance

Failure to provide any of the above documentation at the time of submission may be considered a fatal defect warranting rejection of the proposal.

- F. **Insurance-** Each respondent shall possess, at a minimum, the below insurance coverages. The premium cost of all insurance purchased by the respondent for protection against risks assumed by virtue of the contract shall be borne by the respondent and is not reimbursable by the HHA. The HHA specifically reserves the right to require the Respondent to provide certified copies of such policy or policies.

- a) Worker's Compensation Insurance: all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker's Compensation laws.
- b) Automobile Liability Insurance: must cover all vehicles used in connection with the Agreement in an amount not less than \$500,000.00 combined single limit per occurrence for bodily injury and property damage.
- c) Comprehensive General Liability Insurance: must be in an amount not less than \$1,000,000.00 per occurrence or \$2,000,000.00 aggregate. The property and casualty section must specifically identify the Housing Authority's property as being covered by the Policy.

Failure to possess any of the above insurance coverages at the time of submission may be considered a fatal defect warranting rejection of the proposal.

6. PROPOSAL REVIEW

- A. All proposals will be reviewed in accordance with the Housing Authority's evaluation criteria, which are as follows:

Evaluation Criteria	Weighting (Maximum Points)
Qualifications and experience providing exterminating services generally	30
Desirability of proposed treatment plan	30
Capability to provide the full scope of requested services	20
Reasonableness of proposed fee(s)	20
TOTAL	100

- B. The Housing Authority reserves the right to waive any informality and to reject any and all proposals. No Proposal may be withdrawn for sixty (60) days after the due date. Proposals may be withdrawn prior to the due date either in person or by mail.

7. POST-AWARD ITEMS

- A. Prevailing Wage: Any and all persons employed on this job shall be subject to HUD Determined Prevailing Wages. At all times during the contract, the Contractor shall comply with the Maintenance Wage Rate Decision (HUD Form 52158) then in effect. The Contractor shall be required to provide weekly certified payrolls to the HHA upon any request for payment and all employees on the job shall be subject to random HUD-11 interviews to verify payment of prevailing wages. The Contractor shall ensure that this requirement is factored in as part of its proposal and no change orders will be accepted at a later date for failure to comply with this provision.
- B. 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. The

Contractor agrees to comply with 24 CFR part 135 and certifies, by the submission of its proposal, that it is under no contractual or other impediment which would prevent it from complying with the regulations thereunder.

- C. The successful respondent will be required to execute the Housing Authority's contract within seven (7) days of receiving the notice of award.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Housing Authority of the Town of Harrison, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

MANDATORY AFFIRMATIVE ACTION LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)
Goods, Professional Service and General Service Contracts

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

ACKNOWLEDGEMENT OF ADDENDA

The respondent hereby acknowledges receipt of the following Addenda to the request for proposals:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

Signature of Respondent's Agent

FEE PROPOSAL FORM

In submitting this Proposal, the respondent agrees and certifies:

- To hold the Proposal open for a period of sixty (60) days after the due date.
- If awarded a contract by the Housing Authority, to execute the Housing Authority's contract and provide Certificate(s) of Insurance naming the Housing Authority as an additional insured within seven (7) days of the contract award.
- If awarded a contract by the Housing Authority, to honor the proposed fees specified below throughout the term of the contract.
- If awarded a contract by the Housing Authority, to accomplish all work in a timely manner and in accordance with the Contract Documents.

_____ Monthly flat fee for preventative treatment in all apartments* for **roaches**

* Apartments are treated for roaches on a four (4) week cycle. Treatments are to be scheduled on a per-building basis.

_____ Price per apartment for as-needed extermination of **roaches**

_____ Number of treatments included in initial treatment

_____ Price per apartment for as-needed follow-up treatments

_____ Price per apartment for as-needed extermination of **mice**

_____ Number of treatments included in initial treatment

_____ Price per apartment for as-needed follow-up treatments

_____ Price per apartment for as-needed extermination of **rats**

_____ Number of treatments included in initial treatment

_____ Price per apartment for as-needed follow-up treatments

_____ Price per apartment for as-needed extermination of **bed bugs**

_____ Number of treatments included in initial treatment

_____ Price per apartment for as-needed follow-up treatments

_____ Price per apartment for as-needed extermination of **fleas**

_____ Number of treatments included in initial treatment

_____ Price per apartment for as-needed follow-up treatments

_____ Price per apartment for as-needed extermination of **silverfish**

_____ Number of treatments included in initial treatment

_____ Price per apartment for as-needed follow-up treatments

_____ Price per apartment for as-needed extermination of **termites**

_____ Number of treatments included in initial treatment

_____ Price per apartment for as-needed follow-up treatments

_____ Price per apartment for as-needed extermination of **ants**

_____ Number of treatments included in initial treatment

_____ Price per apartment for as-needed follow-up treatments

_____ Price per apartment for as-needed extermination of **flies**

_____ Number of treatments included in initial treatment

_____ Price per apartment for as-needed follow-up treatments

_____ Price per apartment for as-needed extermination of **wasps/hornets**

_____ Number of treatments included in initial treatment

_____ Price per apartment for as-needed follow-up treatments

_____ Hourly rate for removal and relocation of **bee hives**

_____ % discount (if any) in the event that multiple apartments are simultaneously infested with the same type of pest

The respondent certifies that the above fee proposal: (1) was made in good faith following a complete examination of the specifications, all attached and referenced documents, and the existing site conditions and quantities; and (2) includes the cost of all materials, equipment, staging, protections, disposal, labor, permits, and insurance required for the successful completion of the requested services. The respondent understands that there shall be no additional cost to the Housing Authority arising from any of the foregoing items.

Signature of Respondent's Agent

Subscribed and sworn to before me
This _____ day of _____, 20_____

Notary Public of _____
My commission expires _____

Signature of Notary Public

**CERTIFICATION REGARDING NON-DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

State of New Jersey
County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

_____ and/or its principals have never, at any time, been suspended,
(name of firm)
debarred, declared ineligible, or voluntarily excluded by the Department of Housing and Urban Development, the Department of Justice, the General Services Administration, the Internal Revenue Service, or any other federal agency or the Federal Government, and/or the New Jersey Department of Labor or any other state agency or the State of New Jersey.

Signature of Respondent's Agent

Subscribed and sworn to before me
This _____ day of _____, 20_____

Notary Public of _____
My commission expires _____

Signature of Notary Public

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of _____
(title or position) (name of firm)
the entity submitting this Proposal for _____, and that I
(type of services)

executed the said Proposal with full authority to do so that said firm has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Housing Authority of the Town of Harrison relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Signature of Respondent's Agent

Subscribed and sworn to before me
This _____ day of _____, 20_____

Notary Public of _____
My commission expires _____

Signature of Notary Public

STATEMENT OF OWNERSHIP

Name of Business: _____

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- OR**
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Limited Liability Company Corporation Sole Proprietorship
 Limited Partnership Limited Liability Partnership Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____
Home Address: _____

% of Ownership: _____

Name: _____
Home Address: _____

% of Ownership: _____

Name: _____
Home Address: _____

% of Ownership: _____

Name: _____
Home Address: _____

% of Ownership: _____

Signature of Respondent's Agent

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

Notary Public of _____
My commission expires _____

Signature of Notary Public

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under and existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successor vendor(s) must submit the copies of the AA 302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1, et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

PROPOSAL CHECKLIST

Submission Requirement	Initial each required entry and if required submit the item
An Original and one (1) copy of entire Proposal	
Relevant Experience	
References	
Proposed Treatment Plans	
Acknowledgement of Addenda	
Fee Proposal Form	
HUD-5369C – Certification and Representations of Offerors	
Certification Regarding Non-Debarment	
Non-Collusion Affidavit	
Statement of Corporate Ownership	
Affirmative Action Compliance Notice	
Valid N.J. Business Registration Certificate	
Valid N.J. Commercial Pesticide Applicator License	
Certificate of Insurance	

HOUSING AUTHORITY OF THE TOWN OF HARRISON

CONTRACT

THIS AGREEMENT made on _____, by and between the **HOUSING AUTHORITY OF THE TOWN OF HARRISON**, a public housing authority with an office at 788 Harrison Avenue, Building #1, Harrison, New Jersey 07029 (hereinafter called the "HOUSING AUTHORITY"), and _____, with an office at _____ (hereinafter called the "CONTRACTOR").

WHEREAS, the Housing Authority has determined that it is in need of exterminating services; and

WHEREAS, in accordance with the Local Public Contracts Law and federal procurement regulations, the Housing Authority issued a Request for Proposals for exterminating services; and

WHEREAS, following a thorough analysis of all proposals received by the submission deadline of _____, the Housing Authority determined that _____ submitted the proposal most advantageous to the Housing Authority, price and other factors considered; and

WHEREAS, both the Housing Authority and the Contractor desire to enter into this Agreement for the Contractor to provide exterminating services; and

WHEREAS, both the Housing Authority and the Contractor shall comply with all applicable statutes, rules, regulations, and orders of HUD, the State of New Jersey, and the Town of Harrison, which are deemed incorporated herein by reference;

WITNESSETH, that the Housing Authority and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE 1: Statement of Work. The Contractor shall furnish all labor, materials, tools, supplies, and equipment and shall faithfully perform all work as is stated herein or incorporated by reference and made a part hereof, within the time period established, in strict accordance with the Request for Proposals as well as all conditions, covenants, stipulations, terms and provisions which are required for the services.

ARTICLE 2: Contract Term. This Contract shall be effective on the date first listed above and shall terminate, if not otherwise terminated pursuant to the termination provisions set forth in the Special Conditions, after a term of one (1) year.

ARTICLE 3: Contract Price. The Contractor's compensation for the services provided according to the terms of this Contract shall be _____.

ARTICLE 4. Payment. Payment shall be made as set forth in the Contract Documents referred to below, specifically Article 8 of the Special Conditions.

ARTICLE 5. Contract Documents. Contract Documents shall consist of the following component parts:

1. This Instrument;
2. HUD General Conditions (HUD-5370-C-II);

3. Special Conditions (amending the General Conditions);
4. Request for Proposals;
5. Contractor's Proposal as received by the Housing Authority on _____;
and
6. Addenda (if any).

This instrument, together with the documents enumerated in this Article, form the Contract and they are as fully a part of the Contract as if hereto attached or hereto repeated. In the event that any provision in one of the component parts of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by giving precedence in the following order: (1) Addenda; (2) Special Conditions; (3) This Instrument; (4) HUD General Conditions; (5) Request for Proposals; (6) Contractor's Proposal.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date and year first written above.

Housing Authority of the Town of Harrison
(Owner)

Dated: _____

Raymond Lucas, Executive Director

[Company Name]
(Contractor)

Dated: _____

[Name, Title]

HOUSING AUTHORITY OF THE TOWN OF HARRISON

SPECIAL CONDITIONS

The General Conditions are hereby modified to include the following:

ARTICLE 1. DEFINITIONS

New Paragraph 9 is hereby added to the General Conditions:

SECTION 1.01 "CONTRACTOR" shall mean the person or other entity entering into the contract with the Housing Authority to perform all of the work required under the contract. This term not only includes the corporate entity itself, but any of its individual representatives, employees, agents, etc. The Contractor is hereby designated, within the terms of this Contract, as _____ and its permitted successors and assigns.

SECTION 1.02 "SUBCONTRACTOR" shall mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the Contractor.

SECTION 1.03 "PHA" or "OWNER" or "HOUSING AUTHORITY" shall mean and refer to the Housing Authority of the Town of Harrison.

SECTION 1.04 "CONTRACTING OFFICER" shall mean the person delegated the authority by the Housing Authority to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The Contracting Officer is hereby designated, within the terms of this Contract, as Raymond Lucas, the Housing Authority's Executive Director. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the Housing Authority in all dealings with the Contractor.

SECTION 1.05 "HUD" shall mean and refer to the United States Department of Housing and Urban Development.

SECTION 1.06 "WORK" OR "SERVICES" shall mean and refer to the exterminating services.

SECTION 1.07 "CHANGE ORDER" or "EXTRA SERVICES" or "ADDITIONAL SERVICES" shall mean any services for unforeseen circumstances that result in additions or deletions or modifications to the amount, type or value of the Services as required in this Agreement, as directed and approved by the Housing Authority.

ARTICLE 2. CONTRACTOR'S RESPONSIBILITIES

New Paragraph 10 is hereby added to the General Conditions:

SECTION 2.01 The Contractor shall furnish all of the services, labor, materials, tools, equipment, supplies, and transportation necessary for the performance of exterminating. All services shall be accomplished at the direction of and to the satisfaction of the Housing Authority.

SECTION 2.02 The Contractor shall be responsible for all damages to persons or property that occur: (1) at the job site while it is under the Contractor's control, (2) at any other areas that are under the sole and exclusive control of the Contractor.

SECTION 2.03 The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

SECTION 2.04 The Contractor's failure to comply with any provision of Article 2 shall be deemed a material breach of this Agreement, which shall constitute an event of default by the Contractor as further detailed in Article 16.

ARTICLE 3. REQUIRED DOCUMENTATION

New Paragraph 11 is hereby added to the General Conditions:

SECTION 3.01 The Contractor shall provide the Housing Authority with the following documentation within seven (7) days of notice of contract award:

- (a) Executed Contract; and
- (b) Certificate of Insurance.

SECTION 3.02 The Contractor shall obtain and maintain throughout the term of its Agreement with the Housing Authority the following insurance coverages:

- (a) Worker's Compensation Insurance: all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker's Compensation laws.
- (b) Automobile Liability Insurance: must cover all vehicles used in connection with the Agreement in an amount not less than \$500,000.00 combined single limit per occurrence for bodily injury and property damage.
- (c) Comprehensive General Liability Insurance: must be in an amount not less than \$1,000,000.00 per occurrence or \$2,000,000.00 aggregate. The property and casualty section must specifically identify the Housing Authority's property as being covered by the Policy.

The Contractor shall provide the Housing Authority with Certificate(s) of Insurance naming the Housing Authority as an additional insured. The Housing Authority shall be notified at least thirty (30) days prior to cancellation or any coverage change.

SECTION 3.03 The Contractor's failure to comply with any provision of Article 3 shall be deemed a material breach of this Agreement, which shall constitute an event of default by the Contractor as further detailed in Article 16.

ARTICLE 4. ADDITIONAL SERVICES

New Paragraph 12 is hereby added to the General Conditions:

SECTION 4.01 In the event that additional exterminating services are requested, the Contractor shall submit a price quote for said services to the Housing Authority's Contracting Officer. The price quote must specify all costs associated with the additional services, including but not limited

to materials and labor. The Housing Authority reserves the right to secure competitive price quotes for any and all additional services and to select another vendor to perform the additional services in the event that a lower price is offered.

SECTION 4.02 The Contractor shall not perform any additional services unless and until it has received the prior written approval of the Housing Authority's Contracting Officer.

ARTICLE 5. NOTICE REQUIREMENTS

New Paragraph 13 is hereby added to the General Conditions:

SECTION 5.01 All notices required or permitted under this Agreement shall be in writing and shall be deemed given when sent by registered or certified Mail, with return receipt requested, or by overnight courier service, or hand delivery; in any case addressed as follows:

Owner: Housing Authority of the Town of Harrison
 788 Harrison Avenue, Building #1
 Harrison, New Jersey 07029
 Attention: Raymond Lucas, Executive Director

Contractor: _____

 Attention: _____

SECTION 5.02 Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party.

ARTICLE 6. COMMENCEMENT AND COMPLETION OF WORK

New Paragraph 14 is hereby added to the General Conditions:

SECTION 6.01 The Contractor shall commence work upon the execution of the contract. All work shall be performed as expeditiously as possible and in a manner not to interfere with the operations of the Housing Authority. The Contractor shall perform the work in a manner not to obstruct the passage of the Housing Authority's personnel or residents to or from any part of the site.

SECTION 6.02 The Contractor shall progress with a proper and sufficient force of workmen and ample supply of materials to the satisfaction of the Housing Authority.

SECTION 6.03 The Contractor shall promptly respond to all service calls from the Housing Authority.

SECTION 6.04 The Contractor's failure to comply with any provision of Article 6 shall be deemed a material breach of this Agreement, which shall constitute an event of default by the Contractor as further detailed in Article 16.

ARTICLE 7. LABOR STANDARDS

New Paragraph 15 is hereby added to the General Conditions:

SECTION 7.01 The Contractor's failure to comply with any labor standard set forth in the General Conditions shall be deemed a material breach of this Agreement, which shall constitute an event of default by the Contractor as further detailed in Article 16.

ARTICLE 8. PAYMENT

New Paragraph 16 is hereby added to the General Conditions:

SECTION 8.01 The Contractor shall submit detailed monthly invoices which identify all services performed and contain a full cost breakdown for all such services. The invoices shall be reviewed for payment approval by the Housing Authority's Contracting Officer.

SECTION 8.02 The Contractor shall supply to the Housing Authority, by and through its Contracting Officer, lien waivers executed by subcontractors/employees evidencing that they have been paid in full for all the work performed prior to the Housing Authority releasing any payment to the Contractor.

ARTICLE 9. PENALTIES FOR DELAY

New Paragraph 17 is hereby added to the General Conditions:

SECTION 9.01 The Contractor acknowledges that the timely completion of work is particularly material to this Contract as the Housing Authority houses seniors, disabled individuals, and families who require extra accommodations. Therefore, any delay shall be deemed a material breach of this Agreement, which shall constitute an event of default by the Contractor as further detailed in Article 16.

SECTION 9.02 The Housing Authority shall, in its discretion, additionally have the right to assert and claim any real or actual compensatory and consequential damages which may be sustained. Should the Housing Authority incur costs in enforcing its rights under this Contract, including but not limited to the need to engage an attorney, Contractor agrees that the Housing Authority's damages shall include reasonable attorney's fees and costs of suit.

SECTION 9.03 The Housing Authority reserves the right to consider any unjustified delay in performance as a bearing on the Contractor's responsibility to perform future contracts for the Housing Authority.

SECTION 9.04 Any sums for which the Contractor is liable pursuant to the provisions hereof, may be deducted by the Housing Authority from any monies due or to become due to the Contractor under the Contract.

ARTICLE 10. INDEMNIFICATION

New Paragraph 18 is hereby added to the General Conditions:

SECTION 10.01 The Contractor shall indemnify and hold harmless the Housing Authority and its Board, Commissioners, officers, directors, employees, and agents from and against any and all claims, suits, actions, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Contractor's performance under this Agreement.

ARTICLE 11. MANNER OF PERFORMANCE

New Paragraph 19 is hereby added to the General Conditions:

SECTION 11.01 The Contractor shall provide and perform the work described herein in a competent and professional manner, in accordance with the terms and conditions of this Agreement and prevailing standards. The Housing Authority shall be entitled to a satisfactory performance of all work and to full and prompt cooperation by the Contractor in all aspects of the work.

SECTION 11.02 At the reasonable request of the Housing Authority, the Contractor shall promptly remove from the contract any employee or any other person performing work hereunder. The Contractor shall not be required to terminate and/or demote the individual identified in the Housing Authority's request.

SECTION 11.03 The Contractor agrees that at all times it will employ, maintain and assign to the performance of the work a sufficient number of competent and qualified employees to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the Housing Authority, should the Housing Authority make a determination that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirement for such a position.

SECTION 11.04 The Contractor shall at all times cooperate with the Housing Authority and coordinate its respective work efforts to most effectively and efficiently perform the work described herein.

SECTION 11.05 In the performance of this Agreement, the Contractor shall comply with all provisions of all applicable international, federal, state and local statutes, regulations, ordinances, and codes.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP

New Paragraph 20 is hereby added to the General Conditions:

SECTION 12.01 The Contractor is, and shall be, in the performance of its obligations under this Agreement, an independent contractor, and not an employee, agent or servant of the Housing Authority. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control.

SECTION 12.02 The Contractor shall exercise control over the means and manner in which it and its employees perform the Services, and in all respects, the Contractor's relationship and the relationship of its employees to the Housing Authority shall be that of an independent contractor and not as employees and agents of the Housing Authority.

SECTION 12.03 The Contractor does not have the power or authority to bind the Housing Authority in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 13. CONSENT OF HOUSING AUTHORITY REQUIRED FOR ASSIGNMENT

New Paragraph 21 is hereby added to the General Conditions:

SECTION 13.01 The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same of any part thereof without the prior written consent of the Housing Authority. Any purported assignment without the prior written consent of the Housing Authority shall be void and unenforceable.

ARTICLE 14. PROHIBITION AGAINST SUBCONTRACTING

New Paragraph 22 is hereby added to the General Conditions:

SECTION 14.01 The Contractor shall be solely responsible for the performance of this Agreement. The use of a Subcontractor, except as described in the Contractor's proposal or subsequently approved by the Housing Authority, shall be prohibited. Approval of a subcontractor shall be granted in the Contracting Officer's sole discretion. Substitution of a subcontractor without the Housing Authority's written approval is prohibited. Any use of a Subcontractor in violation of this provision shall be deemed a material breach of this Agreement and shall constitute an event of default by the Contractor as further detailed in Article 16.

ARTICLE 15. SEVERABILITY

New Paragraph 23 is hereby added to the General Conditions:

SECTION 15.01 If this Agreement contains any provision found to be unlawful by a court of competent jurisdiction, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 16. TERMINATION BY DEFAULT

New Paragraph 24 is hereby added to the General Conditions:

THIS AGREEMENT MAY BE TERMINATED IF THERE HAS BEEN A MATERIAL DEFAULT IN THE PERFORMANCE OR OBSERVANCE OF ANY TERM OR CONDITION OF THIS AGREEMENT BY THE CONTRACTOR.

SECTION 16.01. The Contractor's failure to perform any of its obligations under this Agreement, including but not limited to the failure to perform any of the following, shall constitute an event of default:

- 1) Failure to timely and satisfactorily perform any or all of the work identified herein;
- 2) Discontinuance of the work by the Contractor without authorization or justification;

- 3) Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning compliance with HUD regulations, insurance and nondiscrimination;
- 4) Suspension from participation in any government programs, which suspension is, for the purposes hereof, defined to include but not be limited to any sanctions imposed by any agency or instrumentality of the United States of America or the State of New Jersey; and
- 5) Any change in ownership or control of Contractor without the prior written consent of the Housing Authority, which shall be granted in the Housing Authority's sole discretion.

SECTION 16.02 If the Housing Authority considers it to be in its best interests, it may elect not to declare a default or to terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the Housing Authority and that if the Housing Authority elects not to terminate this Agreement as aforesaid, such election shall not constitute a waiver by the Housing Authority of its right to pursue any or all available legal remedies, nor shall the Contractor be relieved of any of its responsibilities, duties or obligations under this Agreement.

SECTION 16.03 The remedies specified above are not, nor are they intended to be, the exclusive remedies available to the Housing Authority, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law or in equity. No delay or failure to exercise any right or power accruing upon any event of default shall impair any such right or power, nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE 17. TERMINATION FOR CONVENIENCE

New Paragraph 25 is hereby added to the General Conditions:

SECTION 17.01 The Housing Authority may terminate this Contract, in whole or in part, at the Housing Authority's convenience (hereinafter referred to as a "Termination for Convenience"), by delivering to the Contractor written notice ten (10) business days prior to any effective termination date ("Notice of Termination"). The Notice of Termination shall specify that: 1) the termination is for the convenience of the Housing Authority; 2) the extent of the termination; and 3) the effective date of the termination. In the event of a termination for convenience hereunder, the Housing Authority shall pay the Contractor for its services rendered and costs incurred through to the date of termination.

SECTION 17.02 Immediately after receipt of a Notice of Termination and except as directed by the Housing Authority, the Contractor shall, regardless of any delay in determining or adjusting amounts due under this clause:

- Stop work as specified in the Notice of Termination;
- Continue the provision of the Services not terminated;
- Take any action directed by the Housing Authority or necessary for the protection or preservation of the property related to this Agreement;

- Terminate all subcontracts to the extent they relate to the Services that are the subject of the Notice of Termination; and
- As directed by the Housing Authority, transfer title and deliver to the Housing Authority all documentation produced or acquired for the terminated Services.

ARTICLE 18. CONFIDENTIALITY

New Paragraph 26 is hereby added to the General Conditions:

SECTION 18.01 All work performed and provided under this Agreement, and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Housing Authority in connection with the work performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such work, or the results of such work, or for which the Housing Authority holds the proprietary rights, constitutes confidential information (“Confidential Information”) and may not, without the prior written consent of the Housing Authority, be used by the Contractor or its employees or Subcontractors for any purpose other than for the benefit of the Housing Authority, unless required by law.

SECTION 18.02 The Contractor shall advise each of its employees and Subcontractors who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Housing Authority in writing if it learns of an unauthorized use or disclosure of the Confidential Information by any of its employees or Subcontractors.

ARTICLE 19. DEBARMENT.

New Paragraph 27 is hereby added to the General Conditions:

SECTION 19.01 By execution of this Agreement, the Contractor certifies that it is not currently debarred by the federal government, HUD or any other federal agency, the State of New Jersey, or any State agency.

ARTICLE 20. NONDISCRIMINATION.

New Paragraph 28 is hereby added to the General Conditions:

SECTION 20.01 During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, handicap, marital status, age, national origin or status as a veteran of the United States military, or any other protected characteristic, and to take affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

ARTICLE 21. PREVAILING LAW/JURISDICTION.

New Paragraph 29 is hereby added to the General Conditions:

SECTION 21.01 This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to choice of law principles. Any and all disputes arising out of or related to this Agreement or the work performed by the Contractor hereunder must be brought in the Superior Court of New Jersey, Hudson County.

ARTICLE 22. INTEREST OF CONTRACTOR, EMPLOYEES, AND SUBCONTRACTORS.

New Paragraph 30 is hereby added to the General Conditions:

SECTION 22.01 The Contractor represents that it does not presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Agreement.

ARTICLE 23. LOBBYING CERTIFICATIONS.

New Paragraph 31 is hereby added to the General Conditions:

SECTION 23.01 The Contractor certifies, to the best of its knowledge and belief that:

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

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, the Contractor will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

ARTICLE 24. OWNERSHIP OF MATERIALS

New Paragraph 32 is hereby added to the General Conditions:

SECTION 24.01 All customized written materials, including without limitation, reports, manuals, pamphlets, forms, and articles prepared under this Contract, shall be the property of the Housing Authority and shall appropriately designate the Housing Authority as the owner. No customized material prepared in whole or in part under this Contract shall be subject to copyright in the United States of America or in any other country. The Housing Authority shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, or other customized materials prepared under this Agreement.

ARTICLE 25. MISCELLANEOUS PROVISIONS.

New Paragraph 33 is hereby added to the General Conditions:

SECTION 25.01 Information required by the Contractor must be provided by the Housing Authority in a timely fashion. The Housing Authority shall use its best efforts to ensure that staff is available to meet in person with the Contractor or exchange information by telephone or letter. The Contractor is not responsible for delays in performance caused by (i) the Housing Authority's failure to act in a timely fashion or (ii) the failure to act of any agency or instrumentality of federal, state or local government, including but not limited to HUD, or any other non-governmental third parties that may be involved in completing, accepting, reviewing, or commenting on the Services.

SECTION 25.02 None of the work to be performed by the Contractor shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

SECTION 25.03 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

SECTION 25.04 For the purposes hereof, the Agreement shall consist of the Non-Construction Contract Form, the HUD General Conditions (HUD-5370-C), these Special Conditions, the Request for Proposals, and the Contractor's Proposal as received by the Housing Authority on _____, which together constitute the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

SECTION 25.05 Any and all individuals working on site at the Housing Authority, including any representative, employee, subcontractor, agent, etc. of the Contractor, shall be required to produce, on the first day at the site, a valid form of identification. A copy of the identification provided will be kept on record with the Contracting Officer. Following an individual's initial day on the site, each person shall be required to sign in with the Contracting Officer to verify that all workers on site have provided the identification as stated above. Failure to abide by this Section will result in the particular individual being banned from the premises, and any and all subsequent remedies as the Housing Authority deems fit.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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

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

1. Minimum Wages

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

2. Withholding of funds

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

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) a trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(ii)

(iii)

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

6. Contract Work Hours and Safety Standards Act

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

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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

(c) Withholding for unpaid wages and liquidated damages.

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- [] Black Americans [] Asian Pacific Americans
[] Hispanic Americans [] Asian Indian Americans
[] Native Americans [] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:
