

# **Alexander County Housing Authority**

1101 Ohio  
Cairo, IL. 62914  
Phone (618) 734-1910

## **Invitation for Bid Pest Eradication and Prevention Plan Services March 29, 2016**

	<b>Contents</b>	<b>Page</b>
1.	Invitation For Bid	2
2.	General - Instructions to Offerors for Non-Construction Contracts	3
3.	Additional Instructions and Information	6
4.	Desired Specifications	7
5.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Instructions	8
6.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	9
7.	Section 3 Certification	10
8.	Bid Form	11
9.	Proposed Contract for Pest Eradication and Prevention Plan Services	12
10.	Mandatory HUD Clauses to Incorporate into Contract	14
11.	Scope of Services	16
12.	ACHA Site Locations	19
13.	HUD Notice PIH 2011-22, Integrated Pest Management (IPM)	20
14.	Non-Collusive Affidavit	24

Attachments:

- Form HUD-5369-B, Instructions to Offerors Non-Construction

## Invitation for Bid

The Alexander County Housing Authority (ACHA), a recipient of federal assistance through the U.S. Department of Housing and Urban Development, hereby gives public notice of its intent to receive bids in accordance with 24 CFR 85.36, for the procurement of pest eradication and prevention plan services, the scope of which shall include those services associated with the operations and management of all residential, administrative, and maintenance sites and facilities within its operational jurisdiction.

The minimum specifications are:

**To provide pest eradication and prevention plan services at all ACHA residential, administrative, and maintenance sites in accordance with HUD Notice PIH-2011-22, Integrated Pest Management.**

Bidders are invited to survey a sampling of sites and facilities between the hours of 1:00 – 4:00 p.m. Central Time on Tuesday, April 5, 2016, and submit a bid for this contract to the ACHA no later than Tuesday, April 12, 2016 at 5:00 p.m. Central.

Complete details of this Invitation for Bid may be obtained by contacting Janet K. Harris, ACHA, 1101 Ohio, Cairo, IL, 62914, (618) 734-1910, Monday through Friday, 8:00 a.m. to 4:00 p.m. Central.

The ACHA is an equal opportunity agency, which does not discriminate against any person because of race, color, age, religion, sex, national origin, handicap and/or familial status. The ACHA solicits and encourages Minority Business Enterprises, (NME), Woman Business Enterprises, (WBE), and Section 3 Business participation in all of its contracts.

# **General Instructions to Offerors for Non-Construction Contracts Public Housing Programs**

## **1) Offer Preparation and Submission:**

- (a) Offerors are expected to examine the statement of work and all instructions. Failure to do so will be at Offeror's risk.
- (b) All bids must be submitted on the forms provided by the ACHA. Each offeror shall furnish all information required by the solicitation. Offerors must submit one original signature bid and one copy, and include a letter of interest. Offerors should retain an additional copy for their records. Original bids must be signed and the Offeror's name typed or printed on the bid and each continuation sheet, which requires the entry of information by the Offeror. Erasures or other changes must be initiated by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority.
- (c) All bid documents shall be clearly marked with the words "Bid Documents – ACHA – Pest Eradication and Prevention Plan Services", the Offeror's name and the date and time of bid closing.
- (d) If this bid requires proposing on all items, failure to do so will disqualify the bid. If proposing on all items is not required, Offerors should insert the words "No Bid" in the space provided for any item on which no price is submitted.
- (e) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.
- (f) Unless expressly authorized elsewhere in this solicitation, bids submitted by email or facsimile machines will not be considered.
- (g) If the proposed contract is for Mutual Help project (as described in 24 CFR Part 905, Subpart D) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the procurement is provided as an attachment to this solicitation.
- (h) The following documents must be included with bid will be:
  - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - Certification for Business Concerns Seeking Section 3 Preference (if applicable)
  - Evidence supporting the firm's claim as a Section 3 Concern (If applicable)
  - Non-Collusive Affidavit
  - Proof of Worker's Compensation, General Liability, and Automobile Insurances
  - Current license of all staff providing service to ACHA Sites (Business and specialty)
  - Listing of at least two (2) references of similar contract held within the last two (2) years
  - Pest Eradication and Prevention Plan

## **2) Explanation and Interpretations to Prospective Offerors**

- (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation or scope of services must request it in writing soon enough to allow the ACHA time to provide a reply to all prospective Offerors before the submission of their bids. No oral explanation or interpretation will be provided to any Offeror. Any information given a prospective Offeror concerning this solicitation will be furnished promptly to all other prospective Offerors as a written amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective Offerors. Amendments will also be on file in the offices of the ACHA. All Offerors will be bound by such amendments, regardless of whether they are received by the Offeror.
- (b) Any information obtained by, or provided to, an Offeror other than by formal amendments to the solicitation shall not constitute a change to the solicitation.

### **3) Responsibility of Prospective Contractor**

- (a) The ACHA will award contracts only to responsible and prospective contractors who have the ability to perform successfully under the terms of the proposed contract in determining the responsibility of an Offeror. The ACHA will consider such matters as the Offeror's:
1. Integrity
  2. Compliance with public policy
  3. Record of past performance
  4. Financial and technical resources (including computer and technical equipment).
- (b) Before a bid is considered for award, the Offeror may be invited by the ACHA to submit a statement or other documentation regarding any of items in paragraph (a.) above. Failure by the Offeror to provide such additional information shall render the Offeror ineligible for award.

### **4) Late Submissions and Modification of Bids**

- (a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:
1. Was sent by registered or certified mail not later than the third (3<sup>rd</sup>) calendar day before the date specified for receipt of offer (e.g. an offer submitted in response to a solicitation required receipt of offer by the 20<sup>th</sup> of the month must have been mailed by the 17<sup>th</sup>);
  2. Was sent by mail (or if authorized by the solicitation was sent via email or facsimile) and is determined by the ACHA that the late receipt was due solely to mishandling by the ACHA after receipt at the ACHA;
  3. Was sent by Express Mail Next Day Service not later than 5:00 p.m. at the place of mailing two business days prior to the date specified for receipt of bids. The term "business days" excludes weekends and U.S. Federal holidays.
- (b) Any modifications of a bid are subject to the same conditions as in paragraph (a) above, of this provision.
- (c) The only acceptable evidence to establish the date by which the bid was mailed to determine a late bid or modification sent either by registered or certified mail is the U.S. Postal Service postmark on the envelope and on the original receipt from the U.S. Postal Service. Both postmarks must show a legible date or the bid or modification 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. Postal Service on the date of mailing. Therefore, Offerors should request the postal clerk to place a hand cancellation postmark on both the receipt and the envelope.
- (d) The only acceptable evidence to establish the time of receipt at the ACHA is the time/date stamp of ACHA on the bid envelope or other documentary evidence of receipt maintained by the ACHA.
- (e) The only acceptable evidence to establish the date of mailing of a late bid or modification sent by Express Mail Next Day Service is the date entered by the mail clerk on the Express Mail Next Day Service label and the postmark on the envelope and on the original receipt of this provision. Therefore, Offerors should request the postal clerk to place a legible hand cancellation postmark on both the receipt and the envelope.
- (f) Notwithstanding paragraph (a) above, of this provision, a late modification of an otherwise successful bid that make its terms more favorable to the ACHA will be considered at any time it is received and may be accepted.

- (g) Bids may be withdrawn by written, email, or facsimile notice received by ACHA any time before award.

## **5) Service of Protest**

- (a) Definitions. As used in this provision: "Interested Parties" means an actual or prospective Offeror whose direct economic interest would be affected by award of the contract.
- (b) "Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.
- (c) Protests, as defined in paragraph (b) above, shall be served on the Contracting Officer or designee.
- (d) All protests shall be resolved in accordance with the ACHA's "Bid Protests" Policy, which can be found in the Procurement Policy Manual, copies of which are maintained at the ACHA.

## **6) Contract Award**

- (a) The ACHA will evaluate bids and award a contract to the responsible Offeror whose bid will be most advantageous to the ACHA, considering price and any other factors specified in the solicitation.
- (b) The ACHA may reject any and all bids, except other than the highest bid, and waive informalities or minor irregularities in bids received.
- (c) Unless precluded elsewhere in the solicitation, the ACHA may accept any item or combination of items proposed.
- (d) The ACHA may reject any bid as unacceptable if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on price significantly less than cost for some work and significantly overstated for other work.
- (e) A written award shall be furnished to the successful offeror within the period for acceptance specified in the bid; and shall result in a binding contract without further action by either party.

## Additional Instructions and Information

1. Pest Eradication and Prevention Plan (PEPP) service providers must develop and present a complete PEPP explaining the process that will be followed to eradicate and prevent pests as described in the Scope of Services. PEPP providers must demonstrate more than one method of treatment to eradicate and prevent pests to include, but not be limited, chemical and non-chemical treatments and methods, and mechanical, structural, improved housekeeping, and waste management. The PEPP must include all interior rooms and up to three (3) feet of their exterior surroundings.
2. All proposals , responses, inquiries, or correspondence relating to or in reference to this solicitation, and all reports, charts, displays, schedules, exhibits, and other documents provided by Offerors will become the property of the ACHA when received.
3. Offeror must include a price for all-inclusive cost per unit for scheduled monthly treatment and must disclose any and all other fees or expenses for services above the scheduled monthly treatment.
4. The base term of the proposed contract is for one (1) year with a one (1) one-year option.
5. The contractor will have and maintain all required licenses necessary to conduct business in the ACHA area and the State of Illinois and include any specialty licenses required to perform required work listed in this solicitation.
6. Award of the contract shall be to the lowest and most responsive bid that conforms to the material and Scope of Service requirements of this solicitation. The low bid will be reviewed to ensure that the bidder has met all specifications, terms and conditions.
7. The contract between both parties will be governed by and enforced in accordance with Federal HUD Regulations and the laws of the State of Illinois.
8. The ACHA reserves the right to reject any or all bids received in response to this solicitation. All proposals must remain open for acceptance for ninety (90) days.
9. Your bid must be received no later than Tuesday, April 12, 2016 at 5:00 p.m. Central. Facsimile responses will not be accepted. Mail, deliver, or email your bid to:

Mail or Deliver To:  
Alexander County Housing Authority  
1101 Ohio  
Cairo, IL 62914

Email To:  
ed@achail.org

12. Inquiries regarding this solicitation may be directed to Janet K. Harris, ACHA, 1101 Ohio, Cairo, IL, 62914, (618) 734-1910, Monday through Friday, 8:00 am to 4:00 p.m. Central.

## Desired Specifications

All qualified Offerors must meet or exceed these minimum specifications:

1. The ability to perform pest eradication and prevention plan services as stated in the Scope of Services at all ACHA sites in accordance with HUD Notice PIH-2011-22, Integrated Pest management, in compliance with the State of Illinois licensing requirements, with proof of liability, workman compensation and automobile insurances, and experience in similar housing authority work.
2. The ability and availability of adequate human and physical resources necessary to be responsive and perform all of the required services promptly and effectively.
3. Past performance in terms of cost control, quality of work, and compliance with performance schedules.
4. A commitment to the requirements of Section 3 of the Housing and Urban Development Act of 1968.

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

## Covered Transactions Instructions for Certification

- 1) By signing and submitting this bid, the prospective participant is providing the certification set out below.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3) The prospective participant shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms covered "transaction", "debarred", "suspended", "ineligible", "covered transaction", "participant", "person", "primary covered transaction", "principal", "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
- 5) The prospective participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6) The prospective participant further agrees that by submitting this bid it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all covered transactions and in all solicitations for covered transactions.
- 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
- 8) Nothing contained in the foregoing shall be construed establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under paragraph (5) above of these instructions, if a participant in a covered transaction knowingly enters into a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/ or debarment.



# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

## Covered Transactions

The prospective participant certifies, by submission of this bid, that neither it nor its principals is parentally debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Note: Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Explanation Attached?       Yes       No

---

Signature

Printed Name

Date

---

Firm Name

---

Address

City

State

Zip

**Certification For Business Concerns Seeking Section 3 Preference**

\_\_\_\_\_ certify that

\_\_\_\_\_ is a Section 3 Business Concern as defined by (check one):

\_\_\_\_\_ The business is 51 % or more owned by Section 3 residents; or,

\_\_\_\_\_ The business permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or,

\_\_\_\_\_ The business can provide evidence of a commitment to subcontract in excess of 25% of the dollar amount of all subcontractors to be awarded to business concerns that meet the bids set forth in paragraphs (a.) and (b.) above.

\_\_\_\_\_, is a (check one):

\_\_\_\_\_ Sole Proprietorship

\_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

Evidence in support of our claim as a Section 3 Business Concern is attached. \_\_\_ Yes \_\_\_ No

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Bid Form  
Pest Eradication and Prevention Plan Services

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Bid Date: \_\_\_\_\_

Contractor's price for monthly treatment per

- Residential unit \$ \_\_\_\_\_
  - Administration Offices \$ \_\_\_\_\_
  - Maintenance Facility \$ \_\_\_\_\_
  - Community Room \$ \_\_\_\_\_
  - Contractor's Total Bid Price \$ \_\_\_\_\_
- for Monthly Treatment  
(inclusive of all properties)

- Bed bug treatment (chemical) per unit (as needed) \$ \_\_\_\_\_
- Bed bug treatment (thermal) per unit (as needed) \$ \_\_\_\_\_
- Flea treatment per unit (as needed) \$ \_\_\_\_\_
- Termite treatment per building (as needed) \$ \_\_\_\_\_
- Other cost (must be clearly explained) \$ \_\_\_\_\_

Print Name \_\_\_\_\_

Authorized Signature/Date \_\_\_\_\_

# Proposed Contract for Pest Eradication and Prevention Plan Services

This Agreement made this day of *Insert day & date* by and between the Alexander County Housing Authority, a body corporate and politic and existing under and by virtue of the laws of the State of Illinois hereinafter referred to as "Authority", and the *Insert Contractor*, hereinafter referred to as "Contractor".

WHEREAS, the Authority requires the services for pest eradication and prevention plan;

NOW, THEREFORE, and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

Please see *attached Scope of Services*.

**Terms of Contract:** The base term of the contract shall be one year (1) with a one (1) one-year option.

**Payment:** Payment shall be made as follows:

The Contractor invoice shall be received by ACHA by the tenth (10<sup>th</sup>) of each month for services provided the previous month. Payment shall be made within thirty (30) days provided the invoice meets with ACHA approval and received by the tenth (10<sup>th</sup>) of each month. The invoice shall include a fully detailed statement including, at a minimum: dates of services; unit addresses, development numbers, number of hours at each address; a brief description of the services or activity involved; the rates for such services. It will be acceptable for an attachment to be included with the invoice listing the detailed information.

**Changes:** The Authority may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor compensation, which are mutually agreed upon by and between the Authority and the Contractor, shall be incorporated in written amendments to this contract.

**Notices:** Any notice, instruction, request, or demand required to be given or made to Contractor hereunder shall be deemed to be duly and properly given or made if delivered or mailed, postage prepaid to:

*Insert Contractors address here*

or to such other representative or address, as shall be designated in writing, by the Contractor. Any notice, invitation, information, or document required to be given or delivered hereunder by the Contractor to the Authority or any of its representatives shall be signed or approved in writing by the Contractor and shall be sufficiently given or delivered if mailed, postage prepaid, to:

Alexander County Housing Authority  
1101 Ohio  
Cairo, IL 62914

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

**Responsibility of Contractor:** The Contractor shall apply reasonable and proper skills, judgment, and care which are customary and normal to professional services, and shall be liable to the Authority for damages or losses resulting from failure to apply the above reasonable and proper skills, ruling and care.

**Covenant Against Contingent Fees:** The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee.

**Discrimination Because of Certain Labor Matters:** No person employed on the work covered by this contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to his employer.

**Personnel:** The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the Authority.

All of the services hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

**Anti-Kickback Rules:** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; Stat. 740; 63 Stat. 108 U.S.C., Section 874; and title 40 U.S.C., Section 276c).

**Interest of Contractor:** The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the Authority's Project Areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of the contract no person having such interest shall be employed.

**Findings Confidential:** All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Authority.

**Contract Documents:** The contract shall consist of the following parts:

This instrument  
Contractor Bid(s)-dated *Insert date*  
Invitation for Bid

IN WITNESS WHEREOF, the Authority and the Contractor has executed this agreement, the day and year first written above.

Attest: Alexander County Housing Authority

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Recovery Administrator

Attest: Contractor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title

Mandatory HUD clauses to incorporate into this contract.

The following contract clauses are required in contracts pursuant to 24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

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

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

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

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

## Scope of Services

### Pest Eradication and Prevention Plan

The Alexander County Housing Authority (ACHA) is committed to providing its residents a holistic Pest Eradication and Prevention Plan that is the most effective, economical, and with the least possible hazard to people, property and the environment.

ACHA will notify resident

1. The pest inspection, treatment, and monitoring provider (Provider) shall provide monthly pest inspections, treatments, and monitoring of the interior and exterior of ACHA's 494 occupied and unoccupied public housing apartments, two (2) administrative spaces, three (3) community rooms, two (2) maintenance facilities, all dumpsters, and storage and boiler rooms.
2. The Provider must include Integrated Pest Management in services provided, including multiple treatment options – chemical and non-chemical treatments and methods, and mechanical, structural, improved housekeeping, and waste management
3. The Provider shall apply all treatments in compliance with applicable laws and product label directions, and must use processes and procedures that meet or exceed regulatory compliance requirements.
4. The Provider will provide the inspection and treatment schedules for the year to ACHA within seven (7) business days of contract execution. If for any reason the schedule must be changed, the ACHA must be notified as quickly as possible and a new schedule established.
5. The Provider must be able and available to work very closely with ACHA to develop an inspection and treatment schedule to allow for proper resident notification and scheduling of initial, follow-up, or call-back inspections or treatments.
6. The Provider must conduct an initial clean-out of all dead pests within forty (40) business days of contract execution to ensure an accurate baseline from which to measure the degree and type of pest problems. Two (2) subsequent clean-outs will be conducted, each within thirty (30) days of the previous clean-out.
7. The Provider must conduct an initial inspection specifically for bed bugs, fleas, and termites, and develop and submit a detailed treatment plan for each to ACHA within thirty (30) working days of contract execution.
8. The Provider must conduct an annual inspection specifically for bed bugs, fleas, and termites, and develop and submit a detailed treatment for each to ACHA. The annual inspections will commence during the eleventh (11) month after contract execution and the treatment plan will be submitted no later than twelve (12) months from contract execution anniversary.
9. The Provider will provide to ACHA detailed written instructions (or pamphlets) on how residents/ACHA must prepare for each inspection or treatment to include, but not limited to, pests being treated, treatment to be applied, method used, what to expect after the treatment, time of follow-up inspections/re-treatments, etc. ACHA will distribute to applicable residents/employees prior to inspections or treatments.
10. The Provider will provide ACHA (delivered to ACHA designee) and resident (taped to kitchen countertop), upon completion of each inspection or treatment, a thorough service report detailing all inspection and treatment services provided, including but not limited to, date of

service, address, name of service provider, inspection results (pests identified, degree of problem, suggested treatment, unit condition, etc), and treatment services (pests treated, treatment applied, method used, what to expect after the treatment, date of follow-up inspections/treatments, unit condition, etc.).

11. The Provider will conduct, upon completion of each treatment, a follow-up inspection within fourteen (14) calendar days to ensure the treatment was effective.
12. In the event of call backs, said call backs shall be honored within two (2) business days at no additional charge to the ACHA.
13. The Provider shall inform ACHA in writing of any unsanitary, excessive clutter, mechanical, structural, housekeeping or waste management conditions that may effect pest treatments being performed.
14. The Provider will immediately notify ACHA of any resident that refuses a pest inspection or treatment service.
15. The Provider must dedicate an assigned team to ACHA to ensure consistency in inspections, treatments, and monitoring.
16. The Provider's personnel shall sign in and out with a designated ACHA representative prior to providing any services. An ACHA representative will accompany the Provider's personnel during all services rendered.
17. Work shall be performed during ACHA's regular hours of operation: Monday thru Friday, from 8:00 a.m. to 4:00 p.m.
18. The Provider shall submit monthly monitoring reports to ACHA to document and demonstrate reduced pest infestations. The monitoring report should include, but not limited to, baseline, trending, and current pest activity by unit, development, and facility of type of inspections, inspection results, type of treatments, treatment results, identify specific pest problem(s), degree of problem(s), etc.
19. The Provider will provide a one (1) hour training session each calendar quarter at ACHA to ACHA employees and residents on a variety of topics related to pest problems, including, but not limited to, common pests, potential causes, preventive measures, and treatment options.
20. The Provider invoice shall be received by ACHA by the tenth (10<sup>th</sup>) of each month for services provided the previous month. Payment shall be made within thirty (30) days provided the invoice meets with ACHA approval and received by the tenth (10<sup>th</sup>) of each month. The invoice shall include a fully detailed statement including, at a minimum: dates of services; unit addresses, development numbers, number of hours at each address; a brief description of the services or activity involved; the rates for such services. It will be acceptable for an attachment to be included with the invoice listing the detailed information
21. The Provider's services shall include, but not limited to, the eradication and prevention of the following:
  - Roaches (all types)
  - Water bugs
  - Silverfish
  - Crickets
  - Ants
  - Spiders
  - Rodents



- Bats
- Bees
- Any flying, crawling, stinging pests along with their nests
- Fleas (as needed)
- Termites (as needed)
- Bed bugs (as needed)

Attached is a list of ACHA residences. There are also approximately three (3) maintenance facilities, three (3) community rooms, and one (1) administrative office.

## ACHA Site Locations

The ACHA has 494 public housing units located in three (3) developments in the City of Cairo and the Village of Thebes, in the State of Illinois.

- **Development 1** = 278 Units  
Elmwood Place – 120 units – Washington Avenue and 37<sup>th</sup> Street, Cairo, IL  
McBride – 158 units – Cedar Street and 12<sup>th</sup> Street, Cairo, IL
  
- **Development 2** = 115 Units - Scattered Site and the Village of Thebes  
Scattered Sites – 65 units – 4 sites, Cairo, IL
  - Johnson Terrace – Park Avenue and 34<sup>th</sup> Street
  - Butler Homes – Cedar Street and 15<sup>th</sup> Street
  - Moreland Manor – Cedar Street and 21<sup>st</sup> Street
  - Greany Gardens – 20<sup>th</sup> Street and Walnut StreetVillage of Thebes – 50 Units – 1 site
  - One (1) maintenance shop
  
- **Development 3** = 101 Units  
Connell-Smith Building (8 story) – 58 units – 1101 Ohio Street, Cairo IL
  - Two (2) administration offices – ground level and 3<sup>rd</sup> floor
  - One (1) community room – ground level
  - One (1) maintenance shop – ground level
  - One (1) maintenance shop – adjacent to buildingLoarn Shuemaker Building (5 story) – 43 units – 1100 Halliday, Cairo, IL
  - Two (2) community rooms – ground level



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

---

**SPECIAL ATTENTION OF:**

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

NOTICE: PIH-2011-22

Issued: April 26, 2011

---

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

---

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

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

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

5. **Health Concerns.** Pests may adversely impact the health of residents and contribute to worsening some diseases, such as allergies and asthma. Cockroaches can cause asthma in children and can transfer disease-causing organisms to food and surfaces they contaminate. Rodents, such as mice and rats, carry disease, can trigger asthma attacks and even cause fires by gnawing through electrical wires. Although bed bugs are not known to transmit infectious diseases, their bites can lead to secondary infections. Bed bugs can cause emotional distress and sleep deprivation for residents as well. Bed bug infestations can spread quickly and must be treated aggressively. All pest control methods are targeted to protecting the health of residents and staff. Although applying pesticides may be effective in eliminating pest populations, many of these chemicals are associated with health and/or environmental risks, and their use should be minimized if alternative methods exist. This is especially important in buildings housing vulnerable age groups such as children or the elderly and in buildings housing residents with compromised immune systems or who may suffer from Multiple Chemical Sensitivity and other environmental illnesses. Therefore, IPM offers the potential to ensure efficacy of pest elimination while protecting the health of residents, staff and the environment.

6. **Building.** Most of the effective methods of pest elimination, including ongoing repairs, erection of barriers, and monitoring, will extend the useful life of a building and as a result generate significant savings that could offset the costs of the pest control. Many of these non-application methods, including

structural maintenance, and inspecting for and repairing leaking pipes and cracks in roofs, walls, and windows are effective in preventing moisture intrusion and accumulation. Additionally, IPM-conscious PHAs assess the need to install physical barriers to both pest entry and pest movement within every structure thereby reducing the spread of pest infestations.

7. **Implementation.** HUD promotes IPM as a pest control method. IPM effectively eliminates pests in safer and long term cost-effective ways than traditional pesticide treatments. IPM frequently has proven to be more effective in reducing pest populations than relying solely on broadcast pesticides. The Boston Housing Authority (BHA) experienced approximately one-third reduction in pest related work orders over multiple years in multiple sites. BHA has maintained this reduction and now uses IPM in all its BHA maintained properties. Continuation of the IPM program after initial development cost is considered preventative maintenance expense and is an eligible program activity under the Public Housing Operating Subsidy as codified at 24 CFR 990.165. Successful IPM requires resident participation through proper housekeeping, reporting of pest infestations, and trash removal. Residents can monitor pest populations and assist in identifying how to eliminate access to food and water for pests. Resident organizations must be prepared to assist residents who need help to follow the IPM policy. HUD encourages PHAs to partner with local pest management organizations.
8. **Procurement of IPM Services.** If a PHA uses an outside contractor for pest control, the PHA's pest control/IPM policies and procedures should be incorporated into the specifications or statement of work for the pest management contract. PHAs using an outside contractor are encouraged to use companies that are trained and certified to provide IPM services either through Green Shield certified (<http://www.greenshieldcertified.org/>) or Green Pro (<http://www.npmagreenpro.org/>). The PHA should also consider training for maintenance staff, residents, Resident Councils as well as PHA administrative staff who oversee housing developments or administer occupancy and rental duties such as unit housekeeping inspections.
9. **PHA Maintenance Staff.** If a PHA uses its own maintenance staff for pest management, proper training in the PHA's IPM procedures is essential. It is especially critical to be trained in the proper treatments methods PHAs can use when treating for bed bugs. The contract administrator for any pest management contract should be trained as well. Successful results rely upon proper implementation; training is therefore of critical importance. IPM training is available at: <http://www.stoppests.org/> and <http://www.healthyhomestraining.org/ipm/training.htm>.
10. **Area of High Concern, Bed bugs.** As the number of bed bug infestations rise throughout the country, HUD is in the process of developing protocols to address this growing problem. HUD is addressing the unit inspection process as well as developing the tools necessary for PHAs to identify, treat and monitor the effectiveness of bed bug treatments in its portfolio. Identifying, reporting, treating and monitoring pest infestations are all critical components of IPM and are effective in addressing the bed bug problem.
11. **Reference Materials for Implementing IPM.** The below list of IPM practices does not constitute a HUD endorsement of any specific practice, but provides IPM ideas and practices that have been used to improve pest management while reducing unnecessary dependence on pesticides. HUD encourages PHAs, Indian tribes/TDHEs to share their policies, procedures, resident leases, and written case studies so that these may be published on the HUD website for others to read.
  - a. National Center for Healthy Housing: <http://www.healthyhomestraining.org/ipm>
  - b. Bed Bugs: "What's Working for Bed Bug Control in Multi-family Housing"  
[http://www.healthyhomestraining.org/ipm/NCHH\\_Bed\\_Bug\\_Control\\_2-12-10.pdf](http://www.healthyhomestraining.org/ipm/NCHH_Bed_Bug_Control_2-12-10.pdf)  
<http://pestworld.org/pest-world-blog/the-bed-bug-hub-one-stop-shop-for-bed-bug-information>

- c. National Pesticide Information Center: <http://www.npic.orst.edu/>
- d. Integrated Pest Management (IPM), A Guide for Managers and Owners of Affordable Housing, Boston Public Health Commission:  
[http://asthmaregionalcouncil.org/uploads/IPM/asthma\\_ipm\\_guide.pdf](http://asthmaregionalcouncil.org/uploads/IPM/asthma_ipm_guide.pdf).
- e. U.S. Environmental Protection Agency:
  - i. General IPM information <http://www.epa.gov/opp00001/contolling/index.htm> housing):  
<http://www.epa.gov/pesticides/ipm>
  - ii. EPA staff contacts: <http://www.epa.gov/pesticides/about/contacts.htm#ipm>
  - iii. List of EPA IPM publications and instructions for ordering documents:  
<http://www.epa.gov/oppfead1/Publications/catalog/subpage3.htm>
  - f. Massachusetts Department Agriculture Resources – Building Managers and Landlords:  
[http://www.mass.gov/agr/pesticides/docs/CIB\\_Building\\_Managers.pdf](http://www.mass.gov/agr/pesticides/docs/CIB_Building_Managers.pdf)
  - g. HUD funded “Healthy Public Housing Project” conducted by the Harvard School of Public Health In Boston Public Housing, <HTTP://www.hsph.harvard.edu/hphi/>
  - h. Bed Bug Fact Sheets in English and Spanish produced by Dr. Dini Miller,  
<http://www.vdacs.virginia.gov/pesticides/bedbugs-facts.shtml>

**12. PHA Case Studies On IPM Application.**

- i. Cuyahoga Housing Authority:  
[http://www.healthyhomestraining.org/ipm/Case\\_Study\\_Cuyahoga\\_10-20-07.pdf](http://www.healthyhomestraining.org/ipm/Case_Study_Cuyahoga_10-20-07.pdf)
- ii. Boston Housing Authority:  
[http://www.healthyhomestraining.org/ipm/casestudy\\_holgate.pdf](http://www.healthyhomestraining.org/ipm/casestudy_holgate.pdf)
- iii. New York City Department of Health, Columbia University and the New York City Housing Authority: <http://www.beyondpesticides.org/dailynewsblog/?p=1604>

13. For further information contact Leroy Ferguson at (202) 402-2411 or email at [Leroy.Ferguson@hud.gov](mailto:Leroy.Ferguson@hud.gov) or you can contact the nearest HUD Field Office of Public Housing within your state. Indian tribes and TDHEs should contact the nearest HUD Office of Native American Programs. Locations of these offices are available on HUD’s website at <http://www.hud.gov>.

\_\_\_\_\_  
/s/  
Sandra B. Henriquez, Assistant Secretary for  
Public and Indian Housing

NON-COLLUSIVE AFFIDAVIT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

CONTRACT/BID NO. \_\_\_\_\_

:5.S.

I state that I am the \_\_\_\_\_ of \_\_\_\_\_  
(TITLE) (FIRM OR COMPANY) and  
that, I am authorized to make this Affidavit on behalf of my Firm or Company,  
and its owners, directors; and officers. I am the person responsible in my  
Firm or Company for the prices(s) and the amount of this Bid.

I state that:

- (1) The price(s) and amount of this Bid have been arrived-at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.-
- (2) Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor the approximate amount of this Bid have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my Firm or Company is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_, its affiliates, subsidiaries, (FIRM OR COMPANY) officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable of any act prohibited by State or Federal. Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges (FIRM OR COMPANY)

that the above representations are material and important, and will be relied on by the XYZ Housing Authority in awarding the contract(s) for which this bid is submitted. I understand and my Firm or Company understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the XYZ Housing Authority of the true facts relating to the submission

\_\_\_\_\_  
(NAME AND FIRM OR COMPANY POSITION)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_, 19

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

# 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:]