



Housing Authority of the City of Columbia, Missouri

201 Switzler Street, Columbia MO 65203

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September 16th † 2024

REQUEST FOR PROPOSALS

Integrated Pest Management

CONTACT

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Director of Facilities and Modernization

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Pre-Proposal Conference

**Monday, September 30th , 2024 @ 9:00 a.m. Central Time
@ CHA Admin Building, 201 Switzler St., Columbia, MO 65203**

Proposals Accepted Until and Opened

Friday, October 18th , 2024 @ 9:00 a.m. Central Time

CHA reserves the right to reject any or all Proposals
and to waive any informalities in the process

***The Housing Authority of the City of Columbia, Missouri
is an Equal Opportunity Agency***

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REQUEST FOR PROPOSALS

***Integrated
Pest Management***

Pre-Proposal Conference

**Monday, September 30th, 2024 @ 9:00 a.m. Central Time
@ CHA Admin Building, 201 Switzler St., Columbia, MO 65203**

Proposals Accepted Until

Friday, October 16th, 2024 @ 9:00 a.m. Central Time

PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED

Columbia Housing Authority (CHA) is seeking proposals for the best possible Integrated Pest Management solution for the most reasonable rate. From family sites to high-rise buildings and from cockroaches to bed bugs, the scope of work varies from location to location. We realize that it is likely that a firm may be very experienced and efficient at managing the common pests; cockroaches, spiders, termites, rodents, etc., but may lack the expertise in bed bug detection and/or extermination. It is our intention to enter a single contract, but, if more effective, we may enter more than one contract according to areas and/or scopes of work.

Proposals will be reviewed and evaluated on the criteria defined in the "EVALUATION AND SELECTION CRITERIA" section of the Request for Proposals (RFP) packet. A contract will be awarded to the responsive and responsible firm(s) that is most advantageous to CHA in fulfilling these functions.

CHA reserves the right to reject any and all proposals and to waive any informality in the solicitation. CHA is prohibited from making an award to firms (including their subcontractors) or individuals that are debarred from receiving awards from the U.S. Government.

A RFP packet will be provided upon request or may be obtained at CHA's Admin Building - 201 Switzler Street / Columbia, MO 65203. Contact: Justin Anthony @ (573) 554-7001; Fax (573) 443-0051; e-mail JAnthony@ColumbiaHA.com.

The Columbia Housing Authority is an equal opportunity employer.

1.0

STATEMENT OF WORK

1.1 Background

Columbia Housing Authority (CHA) provides public housing opportunities for low and moderate income persons. CHA manages 7 properties, Downtown (120 family units), Bryant Walk Way (36 Family Units), Bryant Walk Way II (54 Family Units), Bear Creek (76 family units), Stuart Parker (84 Family Units), Patriot Place (25 Units), Oak Tower (147 unit high-rise), and Paquin Tower (200 unit high-rise), for a total of 742 units.

1.2 Objective (Purpose)

- To work in conjunction with CHA staff and residents to maintain manageable control of all pests; cockroaches, bed bugs, spiders, termites, rodents, etc. through periodic inspections and applications for all Columbia Housing Authority properties which includes the interior and exterior of all residential and non-residential buildings.
- To work in conjunction with CHA staff and residents in applying methods to detect bed bug activity. To immediately eliminate and prevent reoccurrence of any bed bug infestation in both the infested unit and adjacent units (if applicable) applying the proposed and approved method of bed bug treatment.

1.3 Scope

Integrated Pest Management (IPM): CHA is seeking the best possible IPM solution for the most reasonable rate. From family sites to high-rise buildings and from cockroaches to bed bugs, the scope of work varies from location to location. We realize that it is likely that a firm is very experienced and efficient at managing the common pests; cockroaches, spiders, termites, rodents, etc., but may lack the expertise in bed bug detection and/or extermination. It is our intention to enter a single contract, but, if more effective, we may enter more than one contract according to areas and/or scopes of work.

- Therefore; **CHA is requiring three separate proposals:**

1. Family Sites (Downtown, Bear Creek, Stuart Parker, Patriot Place) - Work in conjunction with CHA staff and residents in maintaining manageable control of all pests **Including bed bugs;** cockroaches, spiders, termites, rodents, etc. with periodic inspections and applications for all family site properties which includes the interior and exterior of all residential and 8 non-residential buildings.

Family Sites (Downtown, Bryant Walk Way, Bryant Walk Way II, Bear Creek, Stuart Parker, Patriot Place) - Treat exteriors of all building in April and September and treat all interior buildings during quarterly inspections as a preventive measure.

2. High-rise Buildings (Oak Tower & Paquin Tower) – Work in conjunction with CHA staff and residents in maintaining manageable control of all pests **Including bed bugs;** cockroaches, spiders, termites, rodents, etc. with periodic inspections and applications for all high-rise areas which includes the interior and exterior and all residential and non-residential rooms.
3. Bed Bug Monitoring/Treatment - Work in conjunction with CHA staff and residents in applying methods to detect bed bug activity. Immediately eliminate and prevent reoccurrence of any bed bug infestation in both the infested unit and adjacent units (if applicable) applying the proposed and approved method of bed bug treatment.

The following apply to all three proposals:

The Human Component:

- Apply an interactive and cooperative customer service approach
- Adapt approach according to needs of diverse populations
- Understand and respect cultural sensitivities (i.e. removing shoes in certain households)

Scheduling & Communication: Must set and adhere to a schedule that is coordinated with CHA management. Communication with CHA management is essential. Issues shall be addressed as expediently as possible.

Call Backs (for unsuccessful initial applications): Responsible for reapplication within 48 hours of notification.

Clean Up: Solid products such as baits or traps shall be removed at the end of effectiveness. An example is the bait that hardens - scraping off and disposing is necessary.

Logging (applies to all three proposals): Maintain and furnish CHA a detailed log that includes the minimum of the following:

- Infested units identifying pest and activity levels
- Which unit(s) the contractor was unable to gain access and for what reason
- Housekeeping deficiencies or major property damage
- Chemicals used (with MDS's on file for every chemical used)
- Written plan to treat infested units

Contract Duration: Contracts shall be written with firm-fixed pricing for a three year term with the options of two additional annual extensions with no greater than a 5% fee increase per extension year.

1.4 End Results/Deliverables

Professional and adequate control of all common pests; cockroaches, spiders, termites, rodents, etc. for all Columbia Housing Authority properties.

Professional and adequate control of bed bugs for all Columbia Housing Authority properties using IPM.

- Each application of this operation stage of this operation shall have the following end result:
 - Control of the bed bug infestation in the desired unit.
 - Minimize the spread of infestation in surrounding units.
 - Ensure that all furniture and belongings are returned to the original position and condition as removed.

2.0

INSTRUCTIONS TO OFFERORS

2.1 Preparation of Offers

- 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.
- 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 Columbia Housing Authority (CHA).
- Offers for services other than those specified will not be considered.

2.2 Pre-Proposal Conference (Offerors are required to attend)

Monday, September 30th, 2024 @ 9:00 a.m. Central Time
@ CHA Admin Building, 201 Switzler St., Columbia, MO 65203

2.3 Questions / Explanations

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., shall request it in writing (mail, e-mail, or fax) by Friday, October 4th, 2024, by 9:00 a.m. Central Time. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors as an amendment if the information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

Address questions / explanations to:

Justin Anthony, Director of Facilities and Modernization
Columbia Housing Authority / 201 Switzler Street / Columbia, MO 65203

E-mail: JAnthony@ColumbiaHA.com

2.4 Amendments to Solicitation

- If the solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- Offerors shall acknowledge receipt of any amendments to this solicitation by:
 - (1) Signing and returning the amendment (mail or fax).
 - (2) Identifying the amendment number and date in the space provided for this purpose on the "Proposal Agreement" form.

CHA must receive the signed acknowledgement(s) prior to the proposal deadline.

2.5 Proposal Requirements

A proposal must be submitted as prescribed by CHA in this Request for Proposal (RFP), and an individual authorized to execute contracts for the Company must sign proposal forms in order to be accepted.

Failure to include any of the following information could result in rejection of the proposal:

- A Letter of Intent, followed by a comprehensive “qualifications” statement which portrays a detailed representation of your firm’s ability to administer the requirements of this project including, but not limited to, the following **(SEE SECTION 3 FOR EVALUTION CRITERIA)**:
- For all three proposals, discuss the “human components” which is not limited to (1) an interactive and cooperative customer service approach, (2) adapting approach according to needs of diverse populations, and (3) an understanding and respect for cultural sensitivities (i.e. removing shoes in certain households)

INTEGRATED PEST MANAGEMENT (IPM) – EXCLUDING BED BUGS (proposals 1 & 2)

- IPM Team: Names and qualifications of key personnel that would be assigned to this contract. Include the capacity of their roles and details of similar work in which they have been directly involved while being specific about the duties performed. Include the same detail for any sub-consultants that would be utilized.
- IPM Understanding and Approach: Describe your understanding of this type of project, and your proposed approach for a IPM program, including any unique or effective aspects and/or approaches your firm plans to use. Be as specific as possible including frequency of inspections, chemicals used, logic for the proposed approaches, etc. Example: “We inspect and apply said treatment on a monthly basis, regardless of activity because...” The use of effective, low or non-toxic treatment methodologies thus minimizing chemical exposure to residents with chemical sensitivities is advantageous.
- IPM Challenges: Based on your experience, discuss any potential problems that may be encountered, and how your firm would address these issues.
- IPM Success Stories: Boast your accomplishments through examples of similar successful endeavors.

INTEGRATED PEST MANAGEMENT (IPM) - BED BUG MONITORING/TREATMENT (proposal 3)

- Bed Bug IPM Team: Names and qualifications of key personnel that would be assigned to this project. Include the capacity of their roles and details of similar work in which they have been directly involved while being specific about the duties performed. Include the same detail for any sub-consultants that would be utilized for this project.
- Bed Bug IPM Understanding and Approach: Describe your understanding of both monitoring bed bug activity and effective extermination and your proposed approach for successfully controlling bed bugs. Include any unique or effective aspects and/or approaches your firm plans to use. A labor component for relocating and moving furniture and other personal belonging should also be considered. As bed bug monitoring and extermination is such a specialized area of IPM, it is critical that the proposed method is supported by examples and references of tried and proven techniques. The use of effective, low or non-toxic treatment methodologies thus minimizing chemical exposure to residents with chemical sensitivities is advantageous.
- Bed Bug IPM Challenges: Based on your experience, discuss any potential problems that may be encountered with this project, and how your firm would address these issues.

- Bed Bug IPM Success Stories: Boast your accomplishments through examples of successful endeavors similar to this project. Successful, hands-on applications of bed bug monitoring and control will be a plus.
- A list of at least three clients in which your firm has successfully implemented and managed similar IPM programs (proposals 1 & 2).
- A list of at least three clients in which your firm has successfully implemented and managed similar bed bug related IPM programs (proposal 3).
- Three comprehensive fee structures that clearly identify each proposed service. Fees shall be firm and fixed for a three year term with the options of two additional annual extensions with no greater than a 5% fee increase per extension year.
 1. Family Sites – 395 Residential Units (Downtown, Bryant Walk Way, Bryant Walk Way II, Bear Creek, Stuart Parker, Patriot Place) - Maintain manageable control of all pests **excluding bed bugs**; cockroaches, spiders, termites, rodents, etc. with periodic inspections and applications for all family site properties which includes the interior and exterior of all residential and 8 non-residential buildings.
 - “Cost per unit” and “cost per building” is most desired
 - Include the biannual treatment of the exteriors of all building in April and September
 - Include two costs for termite treatment; (1) square foot cost for interiors, and (2) linear foot cost for exteriors.
 2. High-rise Buildings – 347 Residential Units (Oak Tower & Paquin Tower) - Maintain manageable control of all pests **excluding bed bugs**; cockroaches, spiders, termites, rodents, etc. with periodic inspections and applications for all high-rise areas which includes the interior and exterior and all residential and non-residential rooms.
 - “Cost per unit” and “cost per building” is most desired
 3. Bed Bug Monitoring/Treatment - Apply methods to detect bed bug activity through the periodic inspections. Immediately eliminate any bed bug infestation in both the infested unit and adjacent units (if applicable) applying the proposed and approved method of bed bug treatment.
 - “Cost per unit” and “cost per building” is most desired
- A proposed schedules (inspection/treatment) for each of the three proposals
- A completed “Certifications and Representation of Offerors” form for Prime and all levels of Sub-consultants (HUD-5369-C).
- A completed “Non-Collusive Affidavit” form for Prime Consultant.
- A completed “Proposal Agreement” form for Prime Consultant.

2.6 Time for Receiving Proposals

Proposals received prior to the closing date and time will remain unopened and secured until the established proposal opening date and time. No proposal received after the established closing date and time will be considered.

2.7 Proposal Withdrawal

No proposal shall be withdrawn for a period of Ninety (60) days subsequent to the opening of the proposals without written consent of CHA.

2.8 Proposal Submission

- To be eligible for consideration, **a sealed proposal package** [one (1) original, clearly identified as containing documents with original signatures] **must be submitted** to CHA **by Friday, September 18th, 2024 @ 9:00 a.m. Central Time to the following address:**

**Columbia Housing Authority
201 Switzler Street
Columbia, MO 65203**

Attn: Justin Anthony, Director of Facilities and Modernization

- To assure your proposal arrives properly and to prevent opening by unauthorized individuals, **your proposal must be identified** on the envelope or package **as follows:**

**REQUEST FOR PROPOSAL
Integrated Pest Management
Due: 10/18/2024 by 9:00 a.m. CT**

2.9 Late Submissions, Modifications, and Withdrawal of Offers

- Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered.
- A modification resulting from CHA'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 CHA after receipt at CHA.
- The only acceptable evidence to establish the time of receipt at CHA is the time/date stamp of CHA on the offer wrapper or other documentary evidence of receipt maintained by CHA.
- Notwithstanding this provision, a late modification of an otherwise successful offer that makes its term more favorable to the CHA will be considered at any time it is received and may be accepted.

2.10 Evaluation of Proposals

CHA will strive to complete the review and negotiation processes and award a contract within fourteen (14) days after the scheduled opening of proposals. The following procedures will be followed:

- The Selection Committee will individually perform initial assessments of all proposals to determine which firms are responsive and qualified to provide the required services, thus creating a "short list" of

qualified firms. The "Initial Evaluation" form will be used for this stage of evaluation. Detailed narrative will support any decision preventing a firm from advancing beyond this stage.

- The Selection Committee will use the "Proposal Evaluation" form to individually score the qualified firms (the "short list"). All scores will include detailed narratives, documenting evaluation rationale.
- The "Proposal Evaluation" forms will be combined and the firms will be collectively ranked according to the summation of the scores. The Selection Committee will meet to discuss the results and proceed as follows:
 - The Selection Committee will invite key personnel from the highest ranked firm to conduct a comprehensive presentation (or phone conference) with the Committee.
 - If, after the presentation, the Committee continues to agree that this firm is most qualified to provide the required services, a negotiations process will follow.
 - If negotiations produce results that are advantageous to both parties, CHA will enter into contract with this Firm.
 - If mutual terms cannot be established with the firm of choice, the Selection Committee will reconvene to discuss options.
 - If there is not a significant gap between top ranking firms, with the Selection Committee's consensus, more than one firm may be invited to present comprehensive proposals.
 - As a result of these presentations the Selection Committee will determine which firm is most qualified to provide the required services, and a negotiations process will follow.
 - If negotiations produce results that are advantageous to both parties, CHA will enter into contract with this Firm.
 - If mutual terms cannot be established with the firm of choice, the Selection Committee will reconvene to discuss options.

Each respondent is cautioned that it is their responsibility to address information related to the Evaluation Factors outlined below, during the question and answer conference. CHA is under no obligation to solicit such information if it is not included within the respondent's presentation.

2.11 Responsibility of Prospective Contractor

- CHA shall award a contract only to a responsible prospective offeror who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must:
 - Have adequate financial resources to perform the contract, or the ability to obtain them.
 - Have a satisfactory performance record.
 - Have a satisfactory record of integrity and business ethics.
 - Have a satisfactory record of compliance with public policy (i.e. Equal Employment Opportunity).

- Have not been suspended, debarred, or otherwise determined to be ineligible for award of Contracts by the U.S. Government. Current lists of ineligible contractors are available for inspection.
- Before an offer is considered for award, the offeror may be requested by CHA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide additional information may render the offeror ineligible for award.

2.12 Qualifications of Prospective Contractor

CHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to CHA all such information and data for this purpose as may be requested. CHA reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. CHA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror is not properly qualified to carry out the obligations of the contract and to provide the services described therein.

2.13 Negotiations with Selected Offeror

Once the evaluation process is complete, CHA will negotiate with the highest ranked offeror. The negotiations may include clarifying the specific statement of work, establishing the performance period, and determining the final cost of the statement of work. If CHA and the highest ranked offeror fail to reach an agreement, CHA may negotiate with the next highest ranked offeror, unless CHA determines that it is in their best interest to re-solicit for these services.

2.14 Contract Award

A contract will be awarded to the most responsive and responsible firm, which is most advantageous to CHA, provided the proposal complies with all conditions of the RFP. CHA reserves the right to reject any and all proposals and to waive any informality in the solicitation. CHA is prohibited from making an award to firms (including their subcontractors) or individuals that are debarred from receiving awards from the U.S. Government.

2.15 Service of Protest

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

2.16 Notice of Award

All offerors will be notified by mail of CHA's selection. The successful offeror will be issued a Notice of Award. Within five (5) business days, the offeror shall provide the following documentation:

- Proof of the appropriate insurance coverage:
 - Professional Liability - \$1,000,000 each occurrence / \$1,000,000 Aggregate.
 - Workers Compensation & Employers Liability - Statutory Amount **(Mandatory)**.
 - Comprehensive Automobile Liability for any vehicles used on CHA property.
- Evidence of the appropriate professional licenses as required.

If the selected offeror fails to provide the required information, the Notice of Award is invalid. CHA may choose to award a contract to the next highest ranked offeror or CHA may choose to re-solicit for the service.

The resulting contract will be a fixed fee type contract. The contract terms, except those subject to negotiation, will be in accordance with those provided in this solicitation. Changes in the basic terms of the contract are not acceptable.

2.17 Commencement of Work

The selected firm will be expected to begin work within thirty (30) days of receipt of the Notice to Proceed.

2.18 Cost of Producing Proposal

The costs of producing the proposal are the responsibility of the offeror. CHA will not reimburse any cost incurred to produce and to respond to this solicitation, to participate in an oral presentation, or to participate in negotiations.

2.19 Public Records

Offerors acknowledge that CHA is a political subdivision of the State of Missouri and is, therefore, required to comply with Missouri's Sunshine Laws. If a proposal includes proprietary data, trade secrets, or information the offeror wishes to exempt from public disclosure, the offeror must specifically label each page containing such data, secrets, or information as follows:

"PRIVILEGED AND CONFIDENTIAL - PROPRIETARY INFORMATION"

To the extent permitted by law, information labeled by the offeror as proprietary will be used by CHA only for purposes related to, or arising out of, the (a) evaluation of proposals, (b) selection of an offeror pursuant to the RFP process, and (c) negotiation and execution of a contract, if any, with the offeror selected.

Neither a proposal, in its entirety, nor a cost proposal will be considered confidential and/or proprietary. Any proposal marked as such will be deemed non-responsive and eliminated from further consideration.

3.0

EVALUATION AND SELECTION CRITERIA

Columbia Housing Authority is seeking the best possible IPM solution for the most reasonable rate. From family sites to high-rise buildings and from cockroaches to bed bugs, the scope of work varies from location to location. For example, we realize that it is likely that a firm is very experienced and efficient at managing the common pests; cockroaches, spiders, termites, rodents, etc., but may lack the expertise in bed bug detection and/or extermination. It is our intention to enter a single contract, but, if more conducive, we may enter more than one contract according to areas and/or scopes of work.

All three proposals will be evaluated independently. The evaluation factors listed below will be used as a mechanism to fairly and thoroughly evaluate the proposals. Each proposal shall be evaluated only on the criteria listed below:

- **STAFF EXPERTISE, 25 POINTS**

Primary staff's capacity, training/certifications, years of experience, etc.

- **INTEGRATED PEST MANAGEMENT METHODOLOGY & THE "HUMAN ELEMENT", 25 POINTS**

Understanding and Approach (detailed, comprehensive and scope specific).

Potential problem identification and resolution.

Interactive and cooperative customer service approach.

Adapting approach according to needs of diverse populations

Understanding and respect for cultural sensitivities (i.e. removing shoes in certain households)

- **BEST PRACTICES & SUCCESS STORIES, 20 POINTS**

Demonstrated success in implementing IPM w/similar residential, multi-family properties.

- **FEE PROPOSAL, 20 POINTS**

The evaluation of the offeror's comprehensive fee structure

- **MANDATORY ELEMENTS, 10 POINTS**

Proposed exterminators are licensed to practice in State of Missouri.

The firm has no conflict of interest and this is a non-collusive proposal.

The firm adheres to the instructions in this RFP and submits their proposal according to section 2.5, "Proposal Requirements".

Total 100 Points

Attachment I

SAMPLE SCHEDULE OF FEES

(This is only a sample – Whatever means of calculating service costs of services should be detailed and explained. You may have more than one cost method depending on the services proposed.)

**COLUMBIA HOUSING AUTHORITY
SAMPLE SCHEDULE OF FEES
INTEGRATED PEST MANAGEMENT**

NAME OF FIRM: _____

1. Assigned Staff

<u>Classification</u>	<u>Name</u>	<u>Standard Rate/Hour</u>	<u>CHA Rate/Hour</u>
Project Manager	_____	\$ _____	\$ _____
Lead Exterminator	_____	\$ _____	\$ _____
Exterminator	_____	\$ _____	\$ _____
Exterminator	_____	\$ _____	\$ _____
Exterminator	_____	\$ _____	\$ _____

These persons may not be replaced without Columbia Housing Authority's knowledge/approval.

2. Rates per Service

<u>Service</u>	<u>Rate/ Unit</u>	<u>Rate/ Building</u>	<u>Rate/ SF Interior</u>	<u>Rate/ LF Exterior</u>
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____

3. Additional Work

Periodically, CHA may find it advantageous to engage the successful proposer in related activities.

Will your firm provide these services to CHA at "CHA Rate/Hour" listed in Section 1 above? Yes ___ No ___

- If no, please specify the rates at which services would be provided.

(Use a copy of this sheet and complete Section 1 and label as "Additional Work Rates".)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. 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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

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.

- (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.

NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER

State of: _____ County of: _____

_____, being duly sworn, deposes and says that:

1. He/she is (Owner, Partner, Officer, Representative, or Agent) of _____
_____, the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by other bidder, firm or person to fix the price or prices in the attached bid or any other bidder, or to fix any overhead, profit or cost element of the bid price of the other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed contract;

5. The price or prices quoted in the attached bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____ Title: _____

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

_____ My commission expires: _____

Housing Authority
of the City of Columbia, Missouri

WORK AUTHORIZATION AFFIDAVIT

Pursuant to 285.530 RSMO (for all bids in excess of \$5,000.00)

State of _____)

County of _____)

My name is _____, and I am the _____ (title)

and authorized agent of _____ (business name).

This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the Housing Authority of the City of Columbia, MO. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530 RSMo and shall not thereafter be in violation. All subcontractors shall also submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affidavit Signature

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

Notary Public

My Commission expires: _____

Missouri Revised Statutes

Chapter 285

Employers and Employees Generally

Section 285.530

August 28, 2012

Employment of unauthorized aliens prohibited--federal work authorization program, requirements for participation in--liability of contractors and subcontractors.

285.530. 1. No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

2. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis. During or immediately after an emergency, the requirements of this subsection that a business entity enroll and participate in a federal work authorization program shall be suspended for fifteen working days. As used in this subsection, "emergency" includes the following natural and manmade disasters: major snow and ice storms, floods, tornadoes, severe weather, earthquakes, hazardous material incidents, nuclear power plant accidents, other radiological hazards, and major mechanical failures of a public utility facility.

3. All public employers shall enroll and actively participate in a federal work authorization program.

4. An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section.

5. A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier 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 entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier 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 this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require 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.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier 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 may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier 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 lower tier participant shall provide immediate written notice to the person to which this proposal 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, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, 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 proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier 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 lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier 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. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require 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) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier 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.

Applicant		Date
Signature of Authorized Certifying Official	Title	