Manchester Housing and Redevelopment Authority

REQUEST FOR PROPOSALS FOR

INTEGRATED PEST MANAGEMENT SERVICES

RELEASE DATE: Monday, April 21, 2025

RESPONSE DATE AND TIME: Thursday, May 21, 2025 by 2PM

BID REGISTRATION DEADLINE: Friday, May 2, 2025

If interested in bidding, notify Nicholas Antal at nantal@manchesterhousing.org
by this date to ensure that all amendments are received.

MHRA CONTACT:

Nicholas Antal
Integrated Pest Management Coordinator
Manchester Housing and Redevelopment Authority
198 Hanover Street, Manchester, NH 03104
nantal@manchesterhousing.org

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SECTION I - GENERAL TERMS AND CONDITIONS

1.00 INTRODUCTION

Manchester Housing and Redevelopment Authority (MHRA) seeks proposals for Integrated Pest Management (IPM) Services to provide inspections of certain properties and pest elimination/control services for MHRA's housing. Interested firms are to provide a proposed Integrated Pest Management Plan as well as pricing for proposed inspections and for visits necessary to eliminate/control pests as well as certain background information on the firm submitting the proposal. Proposals will only be accepted from firms licensed to work in the State of New Hampshire.

The following general terms and conditions apply to any contract issued hereunder, except where the clauses are self-deleting because of monetary thresholds, or the clause prescriptions. Other provisions, including contract clauses, may be added to individual contract(s) by mutual agreement of MHRA and the Contractor.

It is understood by MHRA and the Contractor that, where appearing in the referenced clauses, the terms "Government", "Contracting", "Officer", and named contracting agency shall mean "MHRA," except where the terms "Contractor" and "Subcontractor" are used in a clause where in the normal relationship between parties denoted by these terms is stated or implied. The "Interested Firm" is the company submitting a proposal in response to this Request for Proposals. The "Contractor" also means the successful "Firm" which signs a contract based on its response to this Request for Proposals (RFP). Notwithstanding the above, all audit rights of the Contractor's books and records shall be reserved to the Government.

1.01 DESCRIPTION OF HOUSING AUTHORITY

The Manchester Housing and Redevelopment Authority (MHRA) was established in 1941. MHRA's administrative office is located at 198 Hanover Street, Manchester, New Hampshire 03104. MHRA is federally subsidized by the U.S. Department of Housing and Urban Development (HUD) to provide decent, safe, sanitary, and affordable housing to low-income individuals and families. It is regulated by the Housing Act of 1937 as amended, regulations promulgated pursuant thereto, as well as laws of State of New Hampshire.

MHRA's Resident Services programs continue to serve as model efforts in improving the quality of life for assisted housing households; providing supportive services to help avoid premature institutionalization of the elderly and people with disabilities; providing health assessments and education; and empowering low-income families through economic and educational opportunities. MHRA's Supportive Services Programs (SSP) provide a residential environment for the elderly and persons with disabilities who need different levels of assistance with certain activities of daily living. Designed to allow participants to maintain an independent lifestyle, SSP provides services such as meals, housekeeping, health information, coordination of transportation, and service coordination to help avoid the need for nursing home or other institutional care. MHRA's Mary Gale, Brown School, and Laurette Sweeney Apartments are the sites of MHRA's SSP efforts to provide services to residents of a total of 132 units of Housing Choice Voucher-assisted housing.

1.02 REQUESTS FOR INFORMATION

Any prospective firm desiring an explanation or interpretation of this RFP must request in writing, by fax, email, or express mail, such request for information no later than five (5) days prior to the proposal due date. Requests should be directed to the Intergraded Pest Management Coordinator at the address listed in Section 5.00 herein. Any information given to a prospective firm concerning the solicitation will be furnished promptly to all prospective firms, if that information is necessary in submitting an offer or if the lack of it would be prejudicial to any other prospective firm. Oral explanations or instructions given before the award of the contract will not be binding on contract performance.

1.03 PROPOSED SUBCONTRACTING

The Interested Firm is required to include in their response a list of any proposed subcontractors, and a list of tasks or items, if any, which the Interested Firm intends to subcontract. Example: Thermal Remediation, Caine Inspection, and Steam/Vacuum.

SECTION II - DESCRIPTION OF SERVICES

2.00 PROJECT DESCRIPTION

MHRA intends to enter into one or more contracts for integrated pest management services at various locations owned, managed, or leased by MHRA. The locations consist of residential and administrative properties. The residential property consists of approximately 1,169 public housing units, 200 Low Income Housing Tax Credit units, and 107 other affordable units all for families and the elderly and disabled. These locations are broken down into Asset Management Projects (AMPS) and other Projects. Details of these properties are listed in Exhibit 1.

MHRA, at its sole discretion, reserves the right to award multiple contracts for these locations or to exclude some of the locations from the contracts. The specific locations, especially the scattered site locations, may vary during the contract.

Billing will be disclosed to MHRA per AMP/project.

2.01 COVERED PESTS

The Contractor shall adequately suppress the following pests:

- 1. Indoor populations of rodents, insects, including cockroaches and bed bugs, arachnids, and other arthropods.
- 2. Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified buildings.
- 3. Nests of stinging insects within the property boundaries of the specified buildings.
- 4. Individuals of all excluded pest populations that are incidental invaders inside the specified buildings, including winged termite emerging indoors.

Bed bug treatments are not included within "General Pests" and are covered as separate billable service.

The Contractor shall notify MHRA if it notices unusual levels of the following pests. Contractor is not responsible for their control unless MHRA and Contractor agree in writing:

- 1. Birds, bats, snakes, and all other vertebrates.
- 2. Termites and other wood-destroying organisms.
- 3. Mosquitoes.
- 4. Pests that primarily feed on outdoor vegetation.
- 5. Bedbugs.

2.02 SCOPE OF WORK

Proposals shall include the interested firm's proposed Integrated Pest Management Plan (IPM) which is described in paragraph 2.05 of this RFP. With regards to bedbug control and treatment, the IPM must, at a minimum, meet the standards described in EXHIBIT III (HUD notice PIH-2012-17, Guidelines on Bedbug Control and Prevention in Public Housing) and EXHBIT IV (Manchester Housing and Redevelopment Authority Bedbug Control Program).

In addition to providing the IPM Plan, interested firms must provide pricing for each the annual inspections described in the RFP as well as pricing for each treatment necessary to eliminate/control the pests identified in the RFP.

- Task 1) Pricing will include pest control/treatment for all pests except for bedbugs. i.e. cockroaches, ants, etc.
- Task 2) Pricing for bedbug treatment shall be provided on a per-visit cost; based on per/room(s),
 - Pricing shall also be provided for the treatment of bedbugs identified in the inspection or identified subsequent to the inspection by MHRA staff.
 - Proposals must also include a description of the firm including all items identified as necessary in Paragraph 4.06.
 - MHRA reserves the right to seek outside vendors/contractors for additional pest control services that are not stated in the contract.
- Task 3) Pricing on treatments to common areas, kitchens, offices, etc.
- Task 4) Pricing on Vacant/Uninhabited Units.

2.03 ACCESS TO PROPERTY

MHRA will provide the Interested Firm with access to the unit(s) as required.

2.04 CATEGORIES OF SERVICES

Contractor shall perform the following tasks for the buildings listed in this RFP:

- 1. **Weekly Service:** Dedicate two <u>licensed</u> pest technicians; two/three days per week to conduct tenant requested services for pests, set out or collect monitoring traps, and treat units for pests as needed. Inspections and treatments will be reported to the MHRA IPM office. This is not to suggest that work will be confined to those two/three days, work will at times be based on the needs of the MHRA.
- 2. **Emergency Inspection:** Conduct inspections and necessary treatment in response to requests by MHRA for corrective action. Emergency inspections, when requested, are to be performed within eight (8) hours during normal working hours.
- 3. **Unit Turnover Service:** Conduct intensive inspection and necessary treatment as requested by MHRA when units are prepared for occupancy. These units will typically be existing, vacant units with new residents moving in. They may also be new units added to the scope of the contract.
- 4. **Special Service:** Conduct inspection and pest control as agreed to by the Contractor and MHRA for pests such as wood-boring insects, birds, and snakes not covered by routine inspections as noted in Section 2.01. Perform thermal heat remediation as a treatment method for control of bedbug infestations.
- **5. Education:** Provide educational services to residents, staff, and public about pest control issues.
- **6. Semiannual Inspections:** Conduct two inspections per year of all units.

2.05 INTEGRATED PEST MANAGEMENT (IPM) PLAN

Contractor shall submit the proposal with their IPM Plan. If aspects of the IPM Plan are incomplete or unacceptable, the Contractor will have five (5) days to submit a revision after notification. The Contractor shall be responsible for carrying out work according to the approved IPM Plan. Contractor's IPM Plan is to incorporate the MHRA IPM Practices and Procedures, also known as the MHRA IPM Plan (EXHIBIT V), areas of deviation from that plan will be highlighted, with the intent that the Contractor is to follow the best practices of the industry.

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

- 1. **Materials and Equipment for Service:** The Contractor shall provide current labels and Material Safety Data Sheets (MSDS) of pesticides to be used and brand names of pesticides application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest IPM devices or equipment.
- 2. **Method for Monitoring and Surveillance:** The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessment of pest population levels throughout the term of the contract. This information must include general locations of common area monitoring traps and responsibilities for routinely checking the traps.

- 3. **Service Schedule for Each Building or Site:** The Contractor shall provide complete service schedules that include specific day(s) of the week Contractor will visit and the approximate duration of each visit. Contractor shall explain the basis for adjusting the service schedule. Except as otherwise agreed, all work at properties under this contract shall be performed between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, and shall not interfere with daily MHRA operations.
- 4. **Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort:** The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.
- 5. Commercial Pesticide Applicator Certificates or Licenses: The Contractor shall identify the personnel providing pest control, including the pest management supervisor. Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or licenses for every Contractor employee who will be performing on-site service under this contract.

2.06 UPDATES TO IPM PLAN

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

2.07 CONTRACTOR PERSONNEL

Contractor shall provide qualified, professional pest management personnel who:

- 1. Understand current practices in this field and have experience providing pest control services in a residential environment.
- 2. Conduct themselves in a professional and workmanlike manner, with minimal noise and disruption.
- 3. Cooperate with the building occupants to assure the progress of this work.
- 4. Maintain certification as Commercial Pesticide Applicators in the category of residential and institutional pest control services.
- 5. While working at MHRA-owned, managed, or leased properties, wear distinctive uniform clothing that has the Contractor's name easily identifiable, affixed in a permanent or semi-permanent manner.

- 6. Use additional personal protective equipment required for safe performance of work as determined and provided by the Contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used.
- 7. Use only Contractor vehicles identified in accordance with state and local regulations.
- 8. Observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.
- 9. Will comply with all government regulations as are applicable during the time spent on government property.
- 10. Obtain building passes, if needed, as supplied by MHRA.

Contractor shall have access to a full-time entomologist who has demonstrated expertise in pest control, specifically for rodents, bedbugs, and cockroaches who will be available for routine and emergency consultation. "Access to" includes outside/third-party resources.

2.08 MINIMUM STANDARDS OF PERFORMANCE

The Contractor's performance will be evaluated in accordance with the approved IPM Plan. If pests appear between scheduled treatment, the contractor may be called back to treat the room(s), unit(s) or building where the problem occurred. If the Contractor fails to arrive at MHRA facility within one (1) week after the request for call-back service, MHRA shall have the right to obtain the service through another vendor and the Contractor agrees that the actual cost of such service shall be deducted from the Contractor's invoice covering the period for which the outside service was obtained. This deduction will be supported by a copy of the invoice covering the emergency service obtained elsewhere.

2.09 REPORTING

As part of the services provided under this contract, the collection and transmittal of data collected by the Contractor during the work is crucial to the effectiveness in managing the IPM. Contractor must propose reporting and recordkeeping plans to enable MHRA to monitor Contractor's work in a timely and efficient manner. Contractor is required to collect and submit the reports detailed below. MHRA will review and approve report format prior to contract award.

- 1. **Individual Property Reporting (within one week):** Upon completion of each treatment cycle at an MHRA property, Contractor must submit the extermination log with a spreadsheet summary highlighting troubled areas or units within one week after the treatment cycle. Contractor must submit the report in hard-copy format and by email in electronic spreadsheet format. MHRA will not pay for work that is not documented by this report.
- 2. **Treatment Cycle Reporting (within one week):** Upon completion of a treatment cycle, Contractor must submit by email a general summary report within one week. The treatment summary reports shall include, but not be limited to the following:

- a. Brief narrative discussing the findings as they relate to an increase or new infestations by unit or apartment number, including recommendation for treatment or preventative measures.
- b. Discuss any findings of deficiencies due to lack of access, inadequate or improper treatments, or recommendations of change to a more effective chemical.

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

2.10 TERM OF CONTRACT

The term of this contract shall be for a period of two (2) years, potentially <u>beginning no later</u> than July 2025. This contract may be modified upon notification to the Contractor in writing by MHRA. The pricing provided shall be valid for the term of the contract.

MHRA may discontinue this contract immediately upon furnishing notice to the Contractor if the parties fail to agree upon any deletion, amendment, or addition to this contract, which is required by statute, Executive Order, procurement regulation, or HUD regulations. No deletion, modification, addition to, or discontinuance of this contract shall affect any orders hereunder entered into prior to the effective date of such change, unless mutually agreed to by the parties or otherwise required by operation of law.

2.11 BASIS OF PRICING

Please provide unit pricing in EXHIBIT VI for each of the services. See Section II, subsection 2.04 - Categories of Services for descriptions of the services. Contractor can propose additional breakdown of the prices.

2.12 COMPETENCY RECOGNITION PROGRAMS

Contractor may identify in the proposal its active participation in programs that recognize demonstrated competency. Examples of these programs include:

- 1. QualityPro offered by the National Pest Management Association. See www.npmaqualitypro.org for details.
- 2. GreenShield Certification offered by the IPM Institute of North America. See www.greenshieldcertified.org for details.
- 3. IPM Registry offered by the New England Pest Management Association. See www.nepma.org for details.

If Contractor claims recognition by one of these programs, Contractor must document that recognition and agree to comply with the requirements of the program.

SECTION III - EVALUATION FACTORS

3.00 EVALUATION FACTORS

Contract will be awarded to the responsible firm whose proposal is most advantageous to MHRA based upon the evaluation criteria specified below:

- A. Comprehensiveness of IPM and Reporting Plan.
- B. Fee.
- C. Specific experience with similar projects.
- D. Volume of work completed by firm.
- E. Number of years in business/number of people in firm.
- F. In-house capabilities.
- G. Consultant capabilities (if applicable).
- H. Number of people assigned to project.
- I. Firm location.

Evaluation Factors:

The IPM Plan and the Reporting Plan of each interested firm will be evaluated and determined if they are adequate to accommodate MHRA's needs. If they are not, MHRA will notify the firm and the firm will have five (5) business days to provide supplemental information. The plans will then be evaluated and scored.

The annual cost of each proposal will then be determined as follows:

- The cost of each pest treatment.
- The per visit cost for bedbug treatment will be multiplied by MHRA's estimated number of annual visits.
- Rates for treatment must be all inclusive including all necessary chemicals, equipment, etc., necessary for the treatment of bedbugs.

In addition to the IPM Plan, the Reporting Plan and cost information, please provide information concerning the Interested Firm sufficient for the remaining evaluation factors to be rated.

SECTION IV - PROPOSAL INSTRUCTIONS

4.00 GENERAL INFORMATION

Effort has been made to outline the requirements and provide information in a format that is clear and concise. Nevertheless, it is anticipated that questions may arise, or additional information may be needed. All contact relative to this solicitation should be made in writing and directed to MHRA's Integrated Pest Management Coordinator.

- 1. Prepare proposals, quotations, and presentations in a practical, legible, clear, concise, coherent, and straightforward manner without expensive eye-catching devices and elaborate formats or exhibits.
- 2. Each element and item of information requested must be answered completely, or any omissions completely explained and justified.
- 3. It shall be understood that MHRA shall not accept charges for the requested information, and reserves the right to reject any and all proposals.
- 4. The Contract shall be based on this request for proposals and the Contractor's proposal. Any exceptions to the requirements must be clearly defined and justified.
- 5. The proposal shall be signed by an official authorized to bind the company and shall contain a statement that the proposal is firm for one hundred twenty (120) days from the due date.
- 6. Proposals may be withdrawn by the bidder via written or electronic request received by MHRA no later than the time set for opening of the proposals. Any proposal that is withdrawn may nevertheless be opened and reviewed. Proposals opened on the proposal due date shall not be withdrawn without the consent of MHRA for one hundred twenty (120) days after the proposal due date.
- 7. MHRA reserves the right to accept or reject any and all proposals received as a result of this RFP, to take exception to these RFP specifications, or to waive any informalities, or the failure of any bidder or of MHRA to comply therewith, to negotiate all terms and conditions with any qualified source, or to cancel or amend in part, or entirety, this RFP. All or part of a proposal will be incorporated into the final contract. Bidder may be excluded from further consideration for failure to fully comply with the specifications of this RFP. MHRA may determine to reject all proposals.
- 8. MHRA will reject the proposal of any bidder who is debarred by the U.S. Department of Housing and Urban Development (HUD), and/or the State of New Hampshire from providing services to public housing authorities, and reserves the right to reject the proposal of any bidder who has previously failed to perform any contract properly for any purchaser, or to complete on time, contracts of a similar nature, who are not in the position to perform the contract, or who has neglected the payment of bills or otherwise disregarded as obligations to clients, purchasers, subcontractors, material men, or employees.
- 9. Failure of the successful vendor to accept these and other terms will void the award. Acceptance of the proposal is subject to the approval of the MHRA.
- 10. Potential bidder who receives this RFP and who does not wish to make a proposal are requested to reply with a letter stating such, on or before the date and time set forth for the receipt of proposals.

11. MHRA reserves the right to make a contract award based solely upon the proposals, or to negotiate with one or more bidders. The bidder(s) selected for the award will be chosen on the basis of greatest benefit to MHRA, and not necessarily on the basis of lowest price.

4.01 WORKERS' COMPENSATION AND LIABILITY INSURANCE

The successful firm will be required to provide evidence of insurance for workers' compensation, general liability, and motor vehicle liability. Certificates of Insurance must be provided for all coverage stating the limits and the effective and expiration dates of coverage. Coverage for Comprehensive General Liability insurance must have limits of not less than \$1,000,000 per occurrence and include bodily injury, property damage, personal injury, advertising injury, blanket contractual coverage, and owner/contractor protective liability. Coverage for Workers' Compensation and Automobile Liability must be provided at limits that meet or exceed the limits required by state law. Evidence of continuous Workers' Compensation coverage throughout the duration of the contract must be provided to MHRA.

4.02 INVOICING AND PAYMENT

Invoices or vouchers for payment shall be certified by an approved and responsible official of the Contractor's organization. A monthly invoice must be submitted within thirty (30) days after services are provided. MHRA will pay invoices net thirty (30) days after receipt of the invoice. Each invoice or voucher shall, at a minimum, be supported by a summary of the cumulative costs and a description of the service provided. The Contractor shall submit one (1) original copy of the invoice and mail to MHRA at the address below:

Manchester Housing and Redevelopment Authority Attention: Marie Papineau 198 Hanover Street Manchester, New Hampshire 03104

4.03 APPLICABILITY OF PUBLIC RECORDS LAW

Interested Firms are advised that all bids/proposals submitted to MHRA are subject to public records laws and may be subject to disclosure to the public. Information in bids/proposals and other submissions that would be deemed a trade secret or otherwise not subject to disclosure under public records laws shall be clearly indicated as such by the Interested Firm. Also, the Interested Firm shall submit one copy of its bid/proposal and other submissions, which has been redacted of all trade secrets and other information not subject to disclosure pursuant to a public records request. Failure to do so may subject the entire contents of a bid/proposal or other submission to disclosure under public records laws.

4.04 ADDITIONAL FORMS AND INFORMATION REQUIRED BY HUD

Interested firms are required to complete forms required by HUD and include them in the proposal. These forms are:

- 1. Representations, Certifications, and Other Statements of Bidders (HUD Form 5369-A).
- 2. Certifications and Representations of Offerors Non-Construction Contract (HUD Form 5369-B).

In addition, the work to be performed under this contract is subject to the requirements of Section 3, a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. MHRA encourages all its Contractors to learn more about Section 3 business opportunities at the HUD Opportunity Portal and notify MHRA on utilization of Section 3 business entities or workers associated with this contract.

MHRA WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT IN EMPLOYMENT DECISIONS BECAUSE OF RACE, MARITAL STATUS, COLOR, RELIGION, AGE, NATIONAL ORIGIN, SEX, SEXUAL PREFERENCE, DISABILITY OR VETERAN'S STATUS.

4.05 MATERIALS TO INCLUDE WITH PROPOSAL

Response to Invitation for Bids including:

- 1. Contact Information.
- 2. Description of Company.
- 3. Project Proposal.
- 4. Credentials of Staff (including entomologist). If staff does not include an entomologist, please include the resource and details of the resource that will be used to fulfill this requirement.
- 5. List of proposed subcontractors (if any) and list of tasks bidder intends to subcontract See Section 1.04.
- 6. Exceptions to Requirements in Request for Proposal and Exhibits.
- 7. A resume of pertinent past experience.

The response must include the following attachments:

- A. Basis of Pricing See Section 2.11 and EXHIBIT VI.
- B. Contractor's Integrated Pest Management (IPM) Plan See Section 2.05.
- C. Documentation of Participation in Recognition Programs See Section 2.12.
- D. Evidence of applicable licensure.

- E. Certificates of Insurance for each required coverage Section 4.02.
- F. Non-Collusive Affidavit.
- G. Representations, Certifications, and Other Statements of Bidders (HUD Form 5369-A, also EXHIBIT VIII)
- H. Certifications and Representations of Offerors Non-Construction Contract (HUD Form 5369-B, also EXHIBIT IX).
- I. HUD Section 3 Contractor Compliance Efforts EXHIBIT X.
- J. Section 2.09 Reporting templates or sample reports.

Failure to return any of these attachments will deem your proposal as non-responsive.

SECTION V - PROPOSAL SUBMITTAL

5.00 FORMS

Submit your proposal and completed attachments in a sealed envelope, addressed as follows:

Manchester Housing and Redevelopment Authority 198 Hanover Street, Manchester, New Hampshire 03104 Attention: Nicholas Antal, Integrated Pest Management Coordinator "PROPOSAL" DO NOT OPEN INTEGRATED PEST MANAGEMENT SERVICES

5.01 DELIVERY OF PROPOSAL

The bid shall be delivered, mailed, or emailed to the MHRA Integrated Pest Management Coordinator, on or before the response date and time. Bids which are received after the response date and time will be returned unopened to the sender. Overnight express envelopes must be identified as shown above to eliminate late or misdelivered proposals.

To email, please send to: <u>nantal@manchesterhousing.org</u>

Please notify of submissions (whether delivery, mail, or email) by sending an email to: nantal@manchesterhousing.org

MHRA DOES NOT ACCEPT RESPONSIBILITY FOR LATE OR MISDELIVERED PROPOSALS.

5.02 FAILURE TO SUBMIT PROPOSAL

Recipients of this solicitation not responding with a proposal should not return this solicitation. Instead, they should advise the Integrated Pest Management Coordinator by letter whether they want to receive future solicitations for similar requests. It is also requested that such recipients advise the Integrated Pest Management Coordinator of the reason(s) for not submitting a proposal in response to the Request for Proposal. If a recipient does not submit an offer and does

not notify MHRA that notice of future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

5.03 CONTRACTOR RESPONSIBILITY

Notwithstanding the right of the federal government and MHRA to review the Contractor's efforts and progress and particularly with reference to the specifications, and deliverable items, which may be provided for elsewhere in this contract, it is expressly understood that the Contractor is completely responsible for the compliance of contract and items with the provisions of this contract and any reviews and approval given by MHRA or the government, do not relieve the Contractor of this responsibility without written approval of MHRA's Executive Director or their designee.

5.04 SALES TAX & VENDOR'S LICENSE

MHRA is a political subdivision of the State of New Hampshire and therefore is exempt from state, local, and federal taxes.

EXHIBIT I

MHRA PROPERTY LIST

AMD: 001	Total Number of Apartments: 200
AMP: 001	Total Number of Apartments: 200
ADDRESSES:	
26 – 140 West Baker St.	
333 – 403 Brown Ave.	
6 – 150 O'Malley St.	
5 – 131 Ahern St.	
4 – 92 Trahan St.	
AMP: 002	Total Number of Apartments: 132
315 – 579 Kimball St.	
AMP: 004	Total Number of Apartments: 63
ADDRESSES:	
183 – 199 Maple St.	
407 – 415 Hayward St.	
408 – 416 Prescott St.	
303, 307, 311 Lowell St.	
306 Lowell St.	
14 – 18 Malvern St.	
321 – 331 Merrimack St.	
488 – 508 Clay St.	
68 – 78 Rimmon St.	
247 & 316 Central St.	
260 & 301 Spruce St.	

323, 335, 409, 428 & 892 Cedar St.

AMP: 003

Total Number of Apartments: 190

ADDRESSES:

167 – 179 Massabesic St.

10 Clifford Ave.

369 – 379 Belmont St.

718 – 736 Summer St.

14 - 26 Falls Ave.

488 – 494 Dix St.

1020 – 1036 Clay St.

1031 – 1035 Somerville St.

180 – 188 Jewett St.

67 - 69 Ashland St.

293 – 295 Lowell St.

450 Central St.

469 Hall St.

278 Union St.

175 – 179 Harrison

568 – 576 Pine St.

50 - 54 Brown Ave.

91 - 99 So. Elm St.

30 - 66 Lancaster Ave.

17 – 47 Ramsay St.

AMP: 005	Total Number of Apartments: 200
ADDRESSES:	
175 Chestnut St.	
259 Chestnut St.	
AMP: 008	Total Number of Apartments: 221
ADDRESSES:	
55 So. Main St.	
55 Amory St.	
AMP: 015	Total Number of Apartments: 95
AMP: 015 ADDRESSES:	Total Number of Apartments: 95
	Total Number of Apartments: 95
ADDRESSES:	Total Number of Apartments: 95
ADDRESSES:	Total Number of Apartments: 95 Total Number of Apartments: 68
ADDRESSES: 200 Hanover St.	
ADDRESSES: 200 Hanover St. AMP: 016	
ADDRESSES: 200 Hanover St. AMP: 016 ADDRESSES:	
ADDRESSES: 200 Hanover St. AMP: 016 ADDRESSES: 132 – 142 Cartier St.	

AMP: 2001	Total Number of Apartments: 102
ADDRESSES:	
211 – 233 Tarrytown Rd.	
AMP: 3001	Total Number of Apartments: 37
ADDRESSES:	
600 Maple St.	
AMP: 4001	Total Number of Apartments: 20
ADDRESSES:	
11 Log St.	
AMP: 5001	Total Number of Apartments: 34
ADDRESSES:	
435 Amory St.	
AMP: 6001 & 6501	Total Number of Apartments: 61
ADDRESSES:	
750 & 790 S Porter St.	
AMP: 7000	Total Number of Apartments: 3
ADDRESSES:	
93 Cedar St.	
157 Chestnut St.	

75 W. Baker St.	Total Number of Apartments: 2
ADDRESSES:	
75 W. Baker St.	
Upland Heights	Total Number of Apartments: 2 Buildings – 48 Units
580 Kimball St.	
590 Kimball St.	

Manchester Housing and Redevelopment Authority AMPs, Zone Offices, and Locations

What is an AMP?

A public housing "AMP" refers to an "Asset Management Project," which is a grouping of public housing units within a Housing Authority's (PHA) portfolio, used to manage and assess the condition of those buildings as a single entity under the U.S. Department of Housing and Urban Development (HUD) guidelines. Essentially, it's a designated group of public housing buildings considered together for management purposes.

MHRA AMP Listing of Public Housing Properties:

- AMP 01 Elmwood Gardens 200 family units
- AMP 02 Kelley Falls 132 family units
- AMP 03, 04, 16 Scattered Sites 321 units
- AMP 05 Kalivas and O'Malley-: 200 elderly units
- AMP 08 Bums and Pariseau 221 units
- AMP 15 Gallen Apartments 95 elderly units

What is a Zone Office?

At MHRA, for more efficient property management, the residential properties have been assigned to Zone Offices. Zone Offices are balanced based on staffing, number of units, and property location. MHRA's two Property Managers each oversee two Zone Offices. Each Zone Office has an Assistant Property Manager and a Property Management Specialist. Each Zone Office tends to serve multiple properties.

MHRA Zone Office Listing:

- Elmwood Gardens Zone Office serves Elmwood Gardens AMP 01, Tarrytown Road Apartments, and 75 W. Baker Street.
- Kelley Falls Zone Office serves Kelley Falls AMP 02 and Scattered Sites AMPs 04 and 16.
- Kalivas Zone Office serves Kalivas and O'Malley AMP 05 and Scattered Sites AMP 03.
- Burns Zone Office serves Burns and Pariseau AMP 08 and Gallen AMP 15.

Other MHRA Properties

MHRA has several housing types based on the funds provided for development and maintenance of these properties. The first and largest type is Public Housing at 1,169 units. The second are the Low Income Housing Tax Credit (LIHTC) properties. LIHTC total 200 units. The final group are the 107 units not funded by Public Housing or LIHTC. See the listing below for more info.

MHRA Other Property Listing:

- Mary Gale Apartments 37 elderly LIHTC units
- Brown School Apartments 34 elderly LIHTC units
- Laurette Sweeney/South Porter 61 elderly LIHTC units
- South Main/Log Street 20 LIHTC units for special needs
- Upland Heights 48 family LIHTC units
- Cedar/Chestnut Street -Three HOME-funded family units
- Tarrytown Road 102 elderly units
- 75 W. Baker Street- Two units for Veteran families

EXHIBIT II



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

SPECIAL ATTENTION OF:

Regional Directors; State and Area Coordinators; Public Housing Hub Directors; Program Center Coordinators;

Troubled Agency Recovery Center Directors;

Special Applications Center Director;

Administrators, Offices of Native American

Programs; Public Housing Agencies;

Housing Choice Voucher/Section 8 Public Housing Agencies; Tribally Designated Housing Entities; Indian Tribes; Resident

Management Corporations.

NOTICE PIH 2007-12 (HA)

Issued: May 24, 2007

Expires: May 31, 2008

Cross Reference: 24 CFR 903.7(e)(2)

This Notice Supersedes Notice

PIH-2006-11 (HA

Subject: Guidance on Integrated Pest Management

- 1. <u>Purpose</u>: The purpose of this Notice is to inform public housing agencies (PHAs) and Tribally Designated Housing Entities (TDHEs) to reference materials on Integrated Pest Management (IPM) located in Maintenance Guidebook Seven: Termite, Insect and Rodent Control and reference material located at paragraph 7 of this notice. PHAs and TDHEs (HAs) may choose to share this information with families and property owners participating in their programs.
- 2. <u>APPLICABILITY</u>: The information in this Notice may be of interest to HAs, property owners, property managers, and family program participants when they review their pest control efforts. The decision to reflect IPM processes in their ongoing pest control efforts rests solely on local management. The use of this material is voluntary for the HAs; however, HUD promotes the use of IPM for pest control.
- 3. <u>BACKGROUND</u>: The goal of IPM (per the Environmental Protection Agency) is to manage pest damage by the most economical means, and with the least possible hazard to people, property, and the environment. To undertake IPM, property managers should be committed to ongoing or continuous monitoring and record keeping, education of residents and staff, and good communication between residents and building managers. IPM methods involve restricted access to food/water, sanitation and waste management, mechanical control, natural control agents, physical barriers, structural maintenance, and, where necessary, conservative application of pesticides.

HUD has supported IPM for more than two decades and published and distributed Maintenance Guidebook Seven: Termite, Insect, and Rodent Control, to all PHAs in 1995. Some HAs use the IPM approach to pest management and have seen it dramatically reduce both pest populations and pesticide use. IPM programs have also positively engaged residents through the outreach and education needed to prepare them for their role in implementing IPM.

- 4. <u>DEFINITION</u>: IPM efforts involve HA staff, contractors, and residents, and include:
 - a. Communicating the HA's IPM policies and procedures to all building occupants, administrative staff, maintenance personnel, and contractors.
 - b. Identifying (1) pests and (2) environmental conditions that limit the spread of pests, including the presence of pests' natural enemies.
 - c. Establishing an ongoing monitoring and record keeping system for regular sampling and assessment of pests, surveillance techniques, and remedial actions taken, including establishing the assessment criteria for program effectiveness.
 - d. Determining, with involvement of residents, the pest population levels by species that will be tolerated, and setting action thresholds at which pest populations warrant action.
 - e. Improving sanitation, waste management, mechanical pest management methods, and/or natural control agents that have been carefully selected as appropriate in light of allergies or cultural preferences of staff or residents.
 - f. Monitoring and maintaining structures and grounds (e.g., sealing cracks, eliminating moisture intrusion/accumulation) and adding physical barriers to pest entry and movement.
 - g. Developing an outreach/educational program and ensuring that leases reflect residents' responsibilities for: (1) proper housekeeping, (2) reporting presence of pests, leaks, and mold, and (3) cooperating with specific IPM requirements such as obtaining permission of HA management before purchasing or applying any pesticides.
 - h. Enforcing lease provisions regarding resident responsibilities such as housekeeping, sanitation, and trash removal and storage.
 - i. Using pesticides only when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment, and, as appropriate, notifying PHA management before application.
 - j. Providing and posting 'Pesticide Use Notification' signs or other warnings.
- 5. <u>HEALTH AND COST CONCERNS</u>: Pests may adversely impact health and contribute to worsening some diseases, such as allergies and asthma. Therefore, pest control methods are targeted to protecting the health of residents and staff. Even though applying pesticides may be effective in eliminating pest populations, many of these chemicals may be associated with health and/or environmental risks, and their use should be minimized if alternative methods exist. IPM frequently has proven to be more effective in reducing pest populations than depending solely on broadcasting pesticides. Therefore, IPM offers the potential of ensuring efficacy of pest elimination while protecting the health of residents and staff.

Most of the effective methods of pest elimination, including ongoing repairs, erection of barriers, and monitoring, will extend the useful life of the property and, thereby, generate significant savings that offset costs of the pest control operations. Many of these non-application methods, including structural maintenance, especially inspecting for and repairing leaking pipes and cracks in roofs, walls, and windows are effective in preventing moisture intrusion and accumulation. Additionally, IPM-conscious HAs assess the need to install physical barriers to both pest entry and pest movement within every structure.

6. IMPLEMENTATION: The choice of pest control strategies is the decision of HAs' property owners and managers. HAs may choose to implement IPM. This may be done to the extent, and in the manner, they determine best, at their discretion. If a HA uses an outside contractor for pest control, the HA's pest control/IPM policies and procedures should be incorporated into the specifications or statement of work for the pest management contract. The HA may also consider training for maintenance staff and education for residents as well as for HA administrative staff who oversee housing developments or administer occupancy and rental duties such as unit housekeeping inspections. If the HA uses its own maintenance staff for pest management, proper training in the HA's IPM procedures is essential. The contract administrator for any pest management contract should also be trained. Successful results rely upon proper implementation; training is therefore of the utmost importance. Not only must maintenance staff be trained, but also residents and their elected leaders. Successful IPM requires resident participation through proper housekeeping, reporting of pest infestations, and trash removal. Residents can monitor pest populations and assist in identifying how to eliminate access to food and water for pests. HUD encourages HAs to partner with local pest management organizations.

7. REFERENCE MATERIALS FOR IMPLEMENTING IPM:

- a. PIH Maintenance Guidebook Seven Termite, Insect & Rodent Control (September, 1995): http://hudclips.org/sub_nonhud/cgi/pdfforms/HUDGB7.pdf
- b. PIH Notice 95-66: http://www.hudclips.org/sub_nonhud/cgi/pdfforms/HUDGB1N.pdf
- c. General Services Administration
 - i. GSA Guidelines For Structural Pest Control Operations: http://schoolipm.ifas.ufl.edu/doc/bus_prac.html
 - ii. Integrated Pest Management Program Contract Guide Specification (1999) http://schoolipm.ifas.ufl.edu/doc/contract.pdf
- d. U.S. Environmental Protection Agency
 - i. General IPM information (for schools, but generally applicable to such other large buildings as multifamily housing): http://www.epa.gov/pesticides/ipm
 - ii. EPA staff contacts: http://www.epa.gov/pesticides/about/contacts.htm#ipm
 - iii. List of EPA IPM publications and instructions for ordering documents http://www.epa.gov/oppfead1/Publications/catalog/subpage3.htm
- e. U.S. Department of Defense Armed Forces Pest Management Board Technical Guide No. 29 Integrated Pest Management (IPM) In And Around Buildings http://www.afpmb.org/pubs/tims/tg29/tg29.htm
- f. Massachusetts Department Of Food And Agriculture Pesticide Bureau Integrated Pest Management Kit For Building Managers: http://www.pestinfo.ca/documents/IPMkitforbuildingmanagers.pdf
- g. Alliance for Healthy Homes http://www.afhh.org/dah/dah_pesticides.htm
- h. Canada
 - i. University of Toronto, Integrated Pest Management in Housing, http://www.utoronto.ca/forest/termite/IPMH.html
- i. IPM Institute of North America IPM Standards for Schools:
 - i. http://www.ipminstitute.org/school.htm
 - ii. http://www.ipminstitute.org/IPM Star/ipmstar profiles monroe county in.htm
- j. PHA RESOURCE
 - ii. HUD-funded "Healthy Public Housing Project" conducted by Harvard School of Public Health in Boston public housing http://www.hsph.harvard.edu/hphi

- k. PHA Case Studies
 - iii. CUYAHOGA HOUSING AUTHORITY: http://www.ehw.org/Asthma/ASTH_EPA_IPM_CaseStudy.pdf
 - iv. Boston Housing Authority: http://www.asthmaregionalcouncil.org.about/documents/IPMinMultifamilyHousing7. 25.06.doc

The above list of IPM practices does not constitute a HUD endorsement of any specific practice, but provides IPM ideas and practices that have reportedly been used to improve pest management while reducing unnecessary dependence on pesticides. HUD encourages PHAs/TDHEs to share their policies, procedures, resident leases, and written case studies so that these may be published on the HUD web for others to read.

For further information about this Notice, contact the nearest HUD Office of Public Housing within your state. Tribes and TDHE's should contact the nearest HUD Office of Native American Programs. Locations of these offices are available on HUD's website at http://www.hud.gov

Orlando J. Cabrera, Assistant Secretary for Public and Indian Housing

EXHIBIT III



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

SPECIAL ATTENTION OF:

Regional Directors; State and Area Coordinators; Public Housing Hub

Directors; Program Center Coordinators;

Troubled Agency Recovery Center Directors;

Special Applications Center Director; Administrators; Offices of Native American

Programs; Public Housing Agencies;

Housing; Housing Choice Voucher/Section 8;

Tribally Designated Housing Entities; Indian Tribes; Resident Management

Corporations

Issued: February 28, 2012

NOTICE: PIH-2012-17

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

or rescinded

Cross References:

SUBJECT: Guidelines on Bedbug Control and Prevention in Public Housing

I. Purpose

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

II. Background

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

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

difficult.

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

III. Applicability

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

IV. Prevention of Bedbug Infestations

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

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

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

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

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

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

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

- Healthy Homes Training: What's Working for Bedbug Control in Multifamily Housing?: Reconciling best practices with research and the realities of implementation. http://www.healthyhomestraining.org/ipm/NCHH Bed Bug Control 2-12-10.pdf.
- **National Pest Management Association Bedbug Hub:** http://pestworld.org/pest-world-blog/the-bed-bug-hub-one-stop-shop-for-bed-buginformation
- **National Pest Management Association Best Practices Website:** http://www.bedbugbmps.org
- Environmental Protection Agency: http://www.epa.gov/pesticides/bedbugs/
- **Public Housing Environmental Conservation Clearinghouse (PHECC)** http://www.hud.gov/offices/pih/programs/ph/phecc/pestmang.cfm

V. Addressing Infestations

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

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

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

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

VI. Additional Considerations

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

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

VII. Tenant Rights and Responsibilities

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

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

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

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

VIII. REAC Inspections

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

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

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

Attachment

EXHIBIT IV

Manchester Housing and Redevelopment Authority Bed Bug Control Program

Manchester Housing and Redevelopment Authority (MHRA) is committed to taking a proactive approach to bed bugs and bed bug treatments.

The goal of the bed bug treatments is to take an Integrated Pest Management (IPM) approach that will be most effective at eliminating the pest problem and being the least hazardous to people, property, and the environment. MHRA will strive to bring relief to the tenants as soon as possible while keeping in mind the whole situation must be looked at before a treatment will/can take place. Every treatment is considered a "plan" which looks at the whole picture before action will be taken, thus reducing the chances that bed bugs will spread from one unit to the next or that bed bugs will be reintroduced to the unit currently affected.

MHRA will follow its "Bed Bug Action Plan" to be proactive in the fight against bed bugs. MHRA will also use its "Bed Bug Treatment Plan" to provide consistent treatment to all residents.

Bed bugs are unlike any other pest we deal with. Although they do not transmit disease, they can take a major psychological toll on the people that have or may have them. These are social insects that hitchhike on people and property. Bed bugs have been picked up in hospitals, public transportation, sleepovers/overnight guests, visits from family/friends, hotels, furniture - new or used, and so many other ways just to name a few. There is no blame or shame associated with a bed bug infestation - it can happen to anyone anywhere. They do not discriminate. Early detection and identification are the key ways to solve a bed bug problem quickly.

Proactive steps can be taken to limit the spread of the bed bugs from one place to another. Education is the best way to reduce the spread of bed bugs. Being aware. The more that people know about the pest, the easier it will be to prevent these insects from getting into their homes. Reduction in the amount of clutter will also help detect and treat any bed bug issue faster and easier.

Bed Bug Treatment Considerations

Clutter is important to look at with every treatment. When we look at heating or using pesticides to treat an apartment; we are looking for potential hiding spots for the insects. If the clutter level is moderate to high, reducing the population of the insect will become harder. Thus, making an ineffective treatment. In all cases, reducing clutter around the "sleeping/resting" areas (beds/couches/chairs) is most important. Pesticide treatments may not be able to be applied properly due to the amount of clutter. Heat Treatments will not allow adequate airflow.

Preparation for these treatments is very important and should be done before treatment day.

Bed Frames are an important tool in effective bed bug control. We work with tenants to getting bed frames for tenants that may not have them or need frames replaced due to wear or infestation. In all bed bug treatments, the frame becomes the focal point of the service.

Climb-Up Devices are added to the bed frames for additional control, preventing the ability for the bugs to climb the frame.

Mattress/Box Spring Covers are also another effective device in bed bug control. We work with the tenants on placing covers on every bed, if possible. These covers will contain any insects that may still be on either the box spring or mattress. The covers will also provide a "clear canvas" of white to make inspecting for bed bugs faster. But the covers are only effective in the proper conditions. Clutter, sanitation, pets, bed frame, are all are factors in whether a cover will work.

EXHIBIT V

Integrated Pest Management (IPM) at the

Manchester Housing and Redevelopment Authority (MHRA)

- MHRA will take a proactive approach to Pest Management.
- MHRA contracts for its Pest Management program. The contracted party is known as the Contractor.
- This process is handled by the Integrated Pest Management (IPM) Coordinator; who maintains the specifics of the contract, communications between residents and Contractor, and other duties needed in the program.
- The program entails two inspections per year for pests. The Contractor is responsible for one inspection and treats any issues found. The Contractor will also provide reports for each inspection and or treatment throughout the contract. Reports will include materials used, recommendations for residents and maintenance staff.
- Second inspection is performed in conjunction with the Annual Public Housing Inspections done by the IPM Coordinator/UPCS Inspector. Results and notes will be recorded and given to the Contractor for appropriate action.
- The IPM Coordinator and Contractor will maintain communication and consult with one another on actions that are best in practice of the trade to eradicate any infestation or issue.
- MHRA will maintain a dedicated phone line to the IPM Coordinator. The coordinator will determine the necessary actions based on the information given and past history.
- The Contractor and IMP Coordinator will determine any necessary actions to neighboring units based on inspections and best practices of the trade.



Cockroach Treatment Preparation Sheet

In cockroach control, sanitation is essential. The following steps must be taken before we will perform a cockroach treatment.

Items That Must Be Completed Prior To Our Arrival:

- Clean kitchen thoroughly, including floor, stove, range hood, and counter tops. Pull out refrigerator and stove clean behind and underneath. All cleaning should be done before, not after treatment.
- Everything should be removed from kitchen cupboards/cabinets above and below the sink. Wash cupboards/cabinets inside and out. Wipe out drawers with a damp rag, clean sink, and countertops well. Items may be placed on the kitchen table or on a couch or chair.
- Bathroom cabinets and under sink should be cleaned. Wash cabinets inside and out, wipe out drawers with damp rag, clean sink, tub, inside and outside of toilet, and scrub bathroom floor.
- Pick up and remove trash inside and outside.
- Vacuum all carpets.
- Pets should be removed from inside. Fish tanks should be covered or removed. If
 fish tanks are covered, the air pump should be shut off.
- Children's toys and pet food dishes and exposed food should be placed in a protected area.

After Our Cockroach Treatment Is Complete:

- Do not re-enter the premise for at least 4 hours unless specified otherwise. If you have medical problems or are sensitive to odors, it may be advisable to stay out longer.
- Thoroughly wash (with soap and water) all exposed eating surfaces (including table and counter tops) and any exposed dishes or silverware. **Do not wash any treated surfaces such as baseboards.**
- In roach control, sanitation is essential. Do not leave empty milk or beverage bottles
 inside. Keep areas under and behind stoves and refrigerators clean. Do not allow
 food and garbage to accumulate in areas where roaches feed or hide. Pet food should
 be stored in sealed containers.
- It is normal to see roaches for several days after the treatment. It may take several days for roaches hiding in inaccessible areas to contact treated surfaces. After 2-3 weeks, your house or apartment should be re-treated.



Bed Bug Treatment Preparation

- People and pets are required to leave the property during the treatment and must remain out for 2 hours from the time we arrive to perform the service.
- Secure any valuable, sentimental, or private items in the treatment areas. The technicians will need to lift beds, open drawers, and move furniture to successfully perform the treatment.
- Remove sheets, blankets, comforters, and pillows from the beds.
- Place these items in plastic bags and they MUST be washed in hot water and placed in a hot dryer for a minimum of 30 minutes. Items that cannot be laundered can be run through the dryer on high heat for a minimum of 30 minutes.
- Bed frames with storage drawers should be emptied of items (clothing can be laundered and dried).
 Other items should be placed in a bin and left in the room for inspection by the technician.
- Clutter in bedrooms and living rooms needs to be kept to a minimum for the treatment to be effective. Maintaining a clutter-free living space is key to the success of the service and should be maintained throughout the treatment process.
- No items should be stored under or on top of beds for the duration of the treatment process.
- Fish or reptile tanks in the treatment area should be covered with plastic if the pets cannot be removed from the area. Air filters for fish should be turned off for the duration of the treatment.
- Vacuum around the critical areas of treatment in the bedroom, living room, and any other areas
 mentioned during the inspection (beds, nightstands, bedroom furniture, couches, etc.). The vacuum
 bag or canister can be removed and emptied into a plastic bag and disposed of in an outside garbage
 receptacle.
- For the duration of the treatment process (including follow-up services), it is important to keep the bed as an island in the bedroom. This means making sure (whenever possible) that the only point of contact the bed has with the room is the legs of the bed touching the floor. Do not push the bed up against the wall or store items under the bed.
- DO NOT SPRAY ANY OVER-THE-COUNTER PESTICIDES.

Post Treatment of Bed Bugs

- Run all items bagged by the technician through the dryer for a minimum of 30 minutes.
- Keep unit free of clutter.
- If mattress and box spring encasements and/or bed leg monitors are installed, DO NOT remove them for any reason.
- Launder bedding weekly. If a bug is seen on the bed or bites are experienced run bedding through the dryer on high heat.
- Vacuum weekly.
- Keep your bed an island! Move the bed away from walls or nightstands. This will limit the ways a bed bug can reach your bed!
- Every bed bug situation is different. If additional steps need to be taken for follow-up treatments, you will be given additional preparation steps.

EXHIBIT VI PER SERVICE PRICING

Provide lump sum pricing information for each service/task. See "Categories of Services" for a service description. For each task, provide what the pricing includes for staffing, materials, etc.

Task/Pricing includ	es:		
Task/Pricing includ	cing: \$ es:		
Task/Pricing include	es:		
Task 4: Bedbug Treatmen	per unit:		
0 Bedroom Unit	\$ P	er application	
1 Bedroom Unit	\$ P	er application	
2 Bedroom Unit	\$ P	er application	
3 Bedroom Unit	\$ P	er application	
4 Bedroom Unit	\$ P	er application	
5 Bedroom Unit	\$ P	er application	
Task/Pricing include	es:		
LAME OF FIRM			
NAME OF FIRM:			
ADDRESS:			
BY: SIGNATURE:			

EXHIBIT VII

NON - COLLUSIVE AFFIDAVIT

State of	SS
County of	
	, being first duly sworn deposes and says:
That he/she is	
(Title and Legal	Business Name)
genuine and not collusive or sham; that connived or agreed, directly or indirectly, sham bid or to refrain from bidding, a indirectly sought by agreement or collu with any person, to fix the bid price of any overhead, profit or cost element or bidder, or to secure any advantage	sal or bid, that such proposal or bid is said bidder has not colluded, conspired, with any bidder or person, to put in a and has not in any manner directly or sion, or communication or conference, affiant or of any other bidder, or to fix of said bid price or that of any other against the Manchester Housing and interested in the proposed contract; and id are true.
	Bidder, if the bidder is an individual;
	Partner, if the bidder is a partnership;
	Officer, if the bidder is a corporation.
Print Name + Title:	
Subscribed and sworn to before me this	day of2025
My commission expires	

Exhibit 6

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders Public and Indian Housing Programs

Previous edition is obsolete form **HUD-5369-A** (11/92)

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

- (a) The bidder certifies that--
- (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory--
- (1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(I) through (a)(3) above.

full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.
- [] [Contracting Officer check if following paragraph is applicable]
- (d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)
- (1) Each bidder shall execute, in the form provided by the PHA/ IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.
- (2) A fully executed "Non-collusive Affidavit" $\ [\]$ is, $\ [\]$ is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

- (b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:
- (1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and
- (2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.
- (d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

- (b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and
- (3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.
- [] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

- (a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:
- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
 - (2) Participate in HUD programs pursuant to 24 CFR Part 24.
- (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.
- (e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder represents and certifies as part of its bid/ offer that it -(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) []is, []is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

- (a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.
- (b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

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

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

- (a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.
- (b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
- (d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
- (1) Obtain identical certifications from the proposed subcontractors;
 - (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

- (a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:
- (b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.
- **12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)
- (a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.
- (b) A fully executed "Previous Participation Certificate"[] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)		
(Typed or Printed Name)		
(Title)	 	
(Company Name)		
(Company Address)		

Exhibit 7

Instructions to Offerors Non-Construction

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



-03291 -

1. Preparation of Offers

- (a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.
- (c) Offers for services other than those specified will not be considered.

2. Submission of Offers

- (a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
- (b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- (c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Offerors shall acknowledge receipt of any amendments to this solicitation by
 - (1) signing and returning the amendment;
 - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

- (a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -
 - (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics:
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.
- (b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

- (a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -
 - (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
 - (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
 - (4) Is the only offer received.
- (b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
- (c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.
- (d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

- (f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.
- (h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

- (a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.
- (b) The HA may
 - (1) reject any or all offers if such action is in the HA's interest,
 - (2) accept other than the lowest offer,
 - (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.
- (c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

- (d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.
- (e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Exhibit 8

CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SECTION 3 EMPLOYMENT AND TRAINING OPPORTUNITIES

THE CONTRACTOR REPRESENTS AND CERTIFIES AS PART OF THE AWARD THAT IT:
 □ Is a Section 3 Business Concern. A Section 3 Business Concern is a business that meets at least one of the following criteria, documented within the last six-month period: It is at least 51 percent owned and controlled by low- or very low-income persons; or Over 75 percent of the labor hours performed for the business over the prior three-month period is performed by Section 3 workers; or It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently reside in housing assisted by Section 8.
☐ Is NOT a Section 3 Business Concern, but will agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of the contract, the Bidder/Offeror certifies that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
EFFORTS TO AWARD SUBCONTRACTS TO SECTION 3 BUSINESS CONCERNS (Check ALL that apply)
☐ By contacting and informing business and community organizations along with minority contractors' associations of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
☐ By advertising contracting opportunities and/or posting notices in the common areas of applicable Manchester Housing and Redevelopment Authority development(s). Notices shall provide general information about the work to be contracted and where to obtain additional information.
☐ By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to invitations.
☐ By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.
☐ By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids/offers are being sought.
☐ By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.
☐ By advising Section 3 Business Concerns as to where to seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Businesses in qualifying for such bonding, financing, insurance, etc.
☐ Where appropriate, breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
☐ By developing and using a list of eligible Section 3 Business Concerns.
☐ By actively supporting and undertaking joint ventures with Section 3 Businesses.
EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS (Check ALL that apply)
☐ By entering into hiring agreements with organizations representing Section 3 Residents.
☐ By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.
☐ By advertising employment opportunities and training positions available at MHRA construction projects and where to obtain additional information.
☐ By contacting resident organizations in the affected housing development(s) to request assistance in notifying residents of the training and employment positions to be filled.
☐ By arranging and conducting interviews on the job site.
☐ By posting job vacancies in local unemployment offices.
Contractor Name/Business Name:Authorized Representative Name:
Nata: