

PROJECT MANUAL
FOR
PEST CONTROL SERVICES

HOUSING AUTHORITY
OF
THE CITY OF BAYONNE

549 AVENUE A
BAYONNE, NEW JERSEY 07002

MR. JOHN T. MAHON
EXECUTIVE DIRECTOR

MARCH, 2026

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INVITATION TO BID

**THE HOUSING AUTHORITY OF THE CITY OF BAYONNE
549 AVENUE A
BAYONNE, N.J. 07002**

The Housing Authority of the City of Bayonne (the "Authority") is receiving bids for an annual contract for **PEST CONTROL SERVICES AT THE FOLLOWING SITES: NJ12-1, NJ12-2, NJ12-3, NJ12-4, NJ12-5, NJ12-6A, NJ12-6B, NJ12-7, NJ12-7A, NJ12-8, NJ12-9, NJ12-11 AND BRIDGEVIEW MANOR.**

The Authority will receive sealed bids for this work in accordance with contract documents prepared together with such addenda as may be issued prior to the date of receipt of bids. The period of this contract will be from May 1, 2026 to April 30, 2027.

Bids will be received no later **APRIL 16, 2026 AT 11:30 AM**, prevailing time at the office of the Housing Authority of the City of Bayonne, at the address set forth above, **549 Avenue A, Bayonne, NJ 07002** in order to be considered. Any questions can be directed to Mr. Evan Pacyna at epacyna@bayonneha.org. The bid information and video will be available on the website until awarded.

Parties interested in submitting a Sealed Bid may retrieve a detailed Bid Package, which more fully states the requirements of the Bid from the Authority's website at www.bayonneha.org/bids beginning on March 31, 2026.

Bids must be submitted in a sealed envelope, addressed to the Authority, as directed by the Specifications. Envelopes shall contain, on the exterior, the designation of the contract for which the bid is entered, and the name, address and telephone number of the Bidder. An original and two (2) copies should be submitted.

Parties choosing to submit their bids via the United States mail are required to have the mail delivered prior to the appointed bid opening time. Proper consideration must be given to allow for weekends and holidays.

Please note that all Specifications for Pest Control Services must be complied with and will be diligently enforced by the Authority. Review the bid documents carefully and be sure to reflect your consideration of their provisions in your bid. No bid will be considered unless it is accompanied by proof that the bidder is properly licensed by the State of New Jersey as a Pesticide Applicator.

Note carefully that the Authority will be receiving bids and possibly awarding a contract for a different scope of services for Exceptional Services (Bed Bug Elimination) at a similar time as these services. These two contracts are separate and different, and any bidder should treat them entirely separate and different, although bids can be submitted for both if the bidder is qualified to do so.

Bids will be awarded only to the corporation or other entity in whose name the qualifications or other documentation is submitted. Corporate affiliates, subsidiary or parent corporations or related entities are not automatically qualified.

The Authority reserves the right to waive any informality in any bid or bids, to reject any and all bids, and to accept such bid or bids and to make such awards as may be in the best interest of the Authority.

The Authority reserves the right to renew the successful bidder's one (1) year contract, at the Authority's sole option, for up to another one year. This can be awarded at one year intervals, at the same price originally bid by the successful bidder.

This Invitation to Bid and the Contract awarded pursuant to it comply with the Fair and Open Process, established and further defined by N.J.S.A. 19:44-A-20.7. Consequently, the provisions of N.J.S.A. 19:44A-20.5 and N.J.S.A. 19:44A 20.6, as to campaign contributions, do not apply to the Invitation and the Contract to be awarded hereunder.

Each bid shall be accompanied by a Bid Bond issued by a New Jersey Licensed Surety Company which is listed in the most recently published U.S. Treasury Circular No. 570, or by certified check in the amount called for in the Specification, made out to the Housing Authority of the City of Bayonne. Bids must also be accompanied by the affidavits, etc., referred to in the Instruction to Bidders. Regardless of whether the Bid Bond or Certified Check is submitted for bid guarantee, each bidder must submit a Consent of Surety also from a New Jersey Licensed Surety Treasury Circular No.570, stating that it will issue the necessary performance and maintenance bonds should the bidder enter into contract for this work with the Authority.

Each Bidder must submit, with its Bid, security in the amount indicated below, subject to the conditions provided in the Project Manual. No Bidder may withdraw its Bid for a period of sixty (60) days after the actual date of opening thereof.

<u>Amount of Bid</u>	<u>Bid Guarantee</u>
Up to \$200,000	10% of Bid
\$200,000 to \$400,000	\$20,000
Over \$400,000	5% of Bid

All bidders, including Corporations, Partnerships and Sole Proprietorships, must submit a Statement of Ownership, showing the name and address of each person who owns an interest of 10% or more in the bidder.

All Bidders are hereby notified that compliance with the Business Registration Provisions of P.L. 2004, c.57, as amended by P.L. 2009 c315, will be required at the time of bid submission or thereafter and in performance of any contract awarded.

The successful bidder will be required to obtain a Performance Bond for the amount of the contract from a New Jersey Licensed Surety Company which is listed in the most recently published U.S. Treasury Circular No. 570.

Bidders and the successful Contractor and his subcontractors will be required to comply with Affirmative Action Regulations of the State of New Jersey, stipulated in N.J.S.A. 10:5-31-38, and to comply with Chapter 33 of the Public Laws of 1977 and with the requirements of Public Law of 1975, Chapter 127, and N.J.A.C. 17:27 "Law Against Discrimination", current regulations, as well as all federal Affirmative Action Programs.

The project is being executed with funds provided by the U.S. Government through the Department of Housing and Urban Development.

John T. Mahon, Executive Director
Housing Authority of the City of Bayonne

BID DOCUMENT SUBMISSION CHECKLIST

HOUSING AUTHORITY OF THE CITY OF BAYONNE

Pest Control Services
(Name of Construction Project)

(Project or Bid Number)

PLEASE SUBMIT ORIGINAL AND THREE (3) COPIES OF BID DOCUMENTS

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's initials)
<u>✓</u>	A bid guarantee as required by N.J.S.A. 40A:11-21	<u>LT</u>
<u>✓</u>	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	<u>LT</u>
<u>✓</u>	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	<u>LT</u>
<u>✓</u>	A listing of subcontractors, as required by N.J.S.A. 40A:11-16	<u>LT</u>
<u>✓</u>	If applicable, bidder's acknowledgement of receipt any notice (s) or revision (s) or addenda to an advertisement, specifications or bid document (s)	<u>LT</u>

B. Failure to submit the following documents may be cause for the bid to be rejected (N.J.S.A. 40A:11-23.1b)

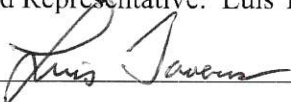
Required With Submission of Bid (Owner's checkmarks)		Initial each Item Submitted with Bid (Bidder's initials)
<u>✓</u>	Bid document submission checklist	<u>LT</u>
<u>✓</u>	A Bid Form	<u>LT</u>
<u>✓</u>	A previous participation certificate (HUD 2530)	<u>LT</u>
<u>✓</u>	Business Registration Certificate or a Certificate and registration for Individuals, pursuant to N.J.S.A. 40A:11-16 and N.J.S.A. 52:32-44 for both the bidder and all sub-contractors required to be listed in this bid, as referenced above	<u>LT</u>
<u>✓</u>	A performance and payment bond (certificate from a surety company, if your bid is accepted, they will furnish the performance bond)	<u>LT</u>

<u>✓</u>	Representations, certifications and other statements of bidders (HUD 5369-A)	<u>LT</u>
<u>✓</u>	Non-collusive affidavit (must be notarized)	<u>LT</u>
<u>✓</u>	Bidder's affidavit	<u>LT</u>
<u>✓</u>	Qualifications questionnaire	<u>LT</u>
<u>✓</u>	Contracts completed in the last five years	<u>LT</u>
<u>✓</u>	Status of contracts in hand	<u>LT</u>
<u>✓</u>	Statement of Compliance	<u>LT</u>
<u>✓</u>	Affidavit for affirmative action plan (must be notarized)	<u>LT</u>
<u>✓</u>	Voluntary act and deed acknowledgment	<u>LT</u>

c. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: Bed Bug Squad LLC dba MiteBuster

By Authorized Representative: Luis Taveras

Signature: 

Printed Name and Title: Luis Taveras, Managing Member

Date: April 14, 2026

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

HOUSING AUTHORITY OF THE CITY OF BAYONNE

Pest Control Services
(Name of Construction Project)

(Project or Bid Number)

In accordance with N. J. S. A. 40A: 11-23a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date or receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid. Moreover, you must provide the following information when submitting the bid. Failure to do so shall render a bidder's bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect.

<u>Title of Addendum/Revision</u>	<u>How Received</u> (mail, fax, pick-up, etc.)	<u>Date Received</u>

Acknowledgement by bidder:

Name of Bidder: Bed Bug Squad LLC dba MiteBuster

By Authorized Representative: Luis Taveras

Signature: 

Printed Name and Title: Luis Taveras, Managing Member

Date: April 14, 2026

BID FORM

PEST CONTROL SERVICES

BIDDER'S NAME: Bed Bug Squad LLC dba MiteBuster

ADDRESS: 70 West Passaic Street, Suite 2, Rochelle Park, New Jersey
07662

TELEPHONE NO: 888-670-6010 FAX NO: 877-262-4524

E-MAIL ADDRESS mitebusterllc@gmail.com

TO: HOUSING AUTHORITY OF THE CITY OF BAYONNE
(the "AUTHORITY")

ADDRESS: 549 Avenue A, P.O.Box 277
Bayonne N.J. 07002

TELEPHONE NO: (201) 339-8700 FAX NO (201) 436-0990

ATTENTION: Mr. John T. Mahon EXECUTIVE DIRECTOR

Pursuant to and in accordance with your Advertisement for Bids for work at these designated locations, and in accordance with the Instructions for Bidder's relating thereto, the undersigned hereby agrees to furnish all plant, labor, materials, supplies, equipment, and other facilities necessary or proper for, or incidental to, or as required by the bid materials prepared by the Housing Authority of the City of Bayonne and dated **March, 2026**, along with all other addenda issued and mailed to the undersigned prior to the date of opening of bids.

It is hereby certified that the undersigned is the only person interested in this bid as Principal, and that the bid is made without collusion with any person, firm or corporation.

Total Bid Price

For the sum of One Hundred Sixteen Thousand Five Hundred Twenty dollars \$ (numbers) \$116,520.00

All blank spaces for total bid prices must be filled in, or typewritten, in both words and figures.

In submitting this bid, it is agreed:

1. to accept the provisions of the Instructions to Bidders:
2. to enter into and execute a contract, if awarded, on the basis of the bid:
3. to accomplish the work in accordance with the drawing and specifications:
4. to complete the work within the specified time after contract signing:
5. to furnish bonds as required in the specifications: and
6. to engage in the alternative dispute resolution procedure set forth in the Mediation Rules of the Authority, currently in effect, on file with the Authority and available upon request

In submitting this bid, I have received and included the following addenda:

Addendum Number	Dated
_____	_____
_____	_____

In submitting this bid, I have attached the following:

1. Letter from my surety company stating that it will provide bidder with Performance Bond called for in the Project Manual.
2. Bid Guarantee in the form of a Certified Check or Bid Bond in the following amount: for contracts up to \$200,000 the bid guarantee amount shall be 10%; for contracts from \$200, 001 to \$400,000 the bid guarantee shall be \$20,000; for contracts over \$400,000 the bid guarantee shall be 5%.
3. Statement of Bidder's Qualifications.
4. Non-Collusive Affidavit.
5. Disclosure Statement of Ownership.
6. Affidavit for Affirmative Action Plan.
7. Bidder's Affidavit.
8. Qualification Questionnaire.
9. Previous Participation Certification.
10. Voluntary Act and Deed Acknowledgement.
11. Subcontractor Certificates.
12. Other submittals required elsewhere in the Project Manual.

It is agreed that the Authority shall be permitted to accept this bid within the period stipulated in the Project Manual without further cost to the Authority. It is further agreed that Authority is not bound to accept the lowest bid of any submitted.

It is agreed that the successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he had received notice of the acceptance of his bid, shall forfeit to the Housing authority, as liquidated damages for such failure or refusal, the security deposit with his bid. In addition, the Contractor shall submit the consent of surety from a surety listed in the most recent publication of the Department of treasury Circular No. 570.

In as much as the exact amount of damage and loss to the Authority which will result from failure of the contractor to complete the work within the time herein specified is difficult to ascertain, the damages for delay in case of such failure on the part of the Contractor shall be liquidated in the amount called for in the Project Manual for each consecutive days (Sunday and Holidays included) by which the Contractor shall fail to substantially, complete the work under this Contract in accordance with the provisions hereof, and such liquidated damages shall be deductible from any funds due the Contractor under this Contract.

NOTE: If the bid is made by a corporation, it shall be signed by the President or other authorized officer and attach the corporate seal to be attested by the Secretary.

Submitted by: Bed Bug Squad LLC dba MiteBuster

Legal Name of Corporation Address: 70 West Passaic Street, Suite 2, Rochelle Park, New Jersey 07662

Telephone: 888-670-6010 Fax No 877-262-4524

E-mail: mitebusterllc@gmail.com

Name of State Incorporation: New Jersey

Signed By:  Title: Managing Member

Attest:  (Place Corporate Seal Here)

Date: April 14, 2026

Note: If the bid is made by an unincorporated firm or partnership, it shall be signed in the firm or partnership name and also by two or more of the partners or members of the firm in their names.

Submitted by: _____

Address: _____

Telephone: _____ Fax No _____

E-Mail: _____

Signed By: Signature of Owner or Partner Title _____

Signature of Owner or Partner Title _____

Date: _____

1. The undersigned hereby agrees to perform the work for the price stipulated above in accordance with the terms of the Contract and Specifications.

_Bed Bug Squad LLC dba

MiteBuster



Authorized Signature-Date

Name of Firm

2. By submittal of a bid, Contractor represents that he has visited the Project Site (s) and has familiarized himself with the job conditions by means of inspection and examination of the work area.
3. Contractor shall provide 100% Insurance of Performance and Payment Bond, from a U.S. approved surety duly licensed in the State of New Jersey. If at any time the Authority, for justifiable cause, shall be or become dissatisfied with any surety or sureties then upon the Performance or Payment Bonds, the contractor shall, within five (5) days after notice from the Authority, substitute acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be acceptable to the Authority. The premiums on such bond (s) shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Authority.
4. Contractor shall provide proof of complete comprehensive and liability insurance.
5. The Contractor shall provide, at the time of bid, proof that the bidder is licensed by the State of New Jersey as an exterminator.
6. The Housing Authority hereby represents that the condition's of the locations for which service are required at the time of the Bidder's inspection may be altered or changed. It is the responsibility of the Bidder to make himself aware of any changes in the job conditions.
7. In submitting this bid, the bidder understands that the right is reserved by the Housing Authority to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.
8. The Housing Authority reserves the right to award or not to award a contract in the Housing Authority's best interest.
9. The Housing Authority reserves the right to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Authority that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Conditional bids will not be accepted.
10. Prior to the execution of any contract, Contractor shall submit a Statement of Bidder's Qualifications properly executed.
11. Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bids for the Contract for which his bid is submitted.
12. Attached hereto is Form HUD-2530, which shall be completed, signed and submitted with this bid. Submit one original only.
13. Attached hereto is Form HUD 5369-A, which shall be completed, signed and submitted with this bid. Submit one original only.
14. Attached hereto is a Voluntary Act and Deed Acknowledgement by the Secretary of the Bidder which must be completed, executed, notarized and submitted together with this bid. The successful bidder's acknowledgement shall be incorporated into the Contract at the time of award. Submittal of this acknowledgement is a prerequisite to the validity of this bid.

15. The bidder represents that he (x) has, () has not participated in a previous contract or subcontract subject to either the Equal Opportunity Clause herein or the clause originally contained in Section 201 of Executive Order No. 11114; that he (x) has, () has not, filed all required compliance reports, and that representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontracts.
16. The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit any of his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit any of his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract, resulting from his acceptance of the bid. As used in this certification, the terms "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which 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. The Bidder agrees that (except where he has obtained certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.
17. The undersigned Bidder hereby agrees that if this bid shall be accepted by the Housing Authority and the Undersigned shall fail to execute and deliver the Contract and performance bonds in accordance with the requirements of the Instructions to Bidders, then the undersigned shall be deemed to have abandoned the Contract and thereupon the Bid and its acceptance shall be null and void and the Housing Authority may be entitled to the amount of the certified check, cashier's check, or bid bond as damages, otherwise said certified check, cashier's check or bid bond shall be returned to the undersigned.
18. This bid is accompanied by a certified check \$ _____, cashier's check \$ _____, or Bid Bond \$ _____, to the order of the Housing Authority in an amount as follows: for contracts up to \$200,000 the bid guarantee amount shall be 10%; for contracts from \$200,001 to \$400,000 the bid guarantee shall be \$20,000; for contracts over \$400,000 the bid guarantee shall be 5%. Any surety company used for the purpose of issuing a bid or performance and payment bond must be approved to act as on bonds securing government contracts issued by the U.S. Treasury Circular No. 570, as published annually in the Federal Register.
19. CONTRACT PERIOD The work shall commence at the time stipulated and shall be fully completed within the terms of the specifications.
20. ALTERNATIVE DISPUTE RESOLUTION In submitting this bid, the bidder acknowledges that, pursuant to N.J.S.A. 40A:11-50 (P.L. 1997, c.371), the contract documents contain provisions for an alternative dispute resolution ("ADR") procedure, set forth and defined, in its entirety, in Paragraph 31, entitled "Disputes" of the General Conditions of the Contract, as amended by the Special Conditions of the Contract, incorporated herein by reference, which procedure conforms to the industry standards, and which must be utilized to attempt to resolve disputes arising under the contract prior to such disputes being submitted to a court for adjudication. Any such dispute shall be settled by mediation, as that term is defined in the Special Conditions, pursuant to the Mediation Rules of the Housing Authority (the "Mediation Rules"). The Contractor, as the successful bidder, agrees to mediation pursuant to the Mediation Rules, currently in effect, on file with the Housing Authority and available upon request. The cost of Mediation shall be paid entirely by the Contractor. Nothing in this section shall prevent the contracting unit/officer from seeking injunctive or declaratory relief in court at any time.

When a dispute concerns more than one contract, i.e. a construction contract and a related contract involving design, architecture, management, or engineering, or when more than one dispute of a similar nature arises under a construction, all interested parties may be included in the ADR proceeding, at the request of one of the contracting parties, unless determined to be inappropriate

by the person appointed to resolve the dispute. The term "construction contract" includes contracts for construction, or its related architecture, engineering, or construction management. The ADR shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to N.J.S.A. 40A:11-1 et seq..

21. CONTRACTOR'S EXPERIENCE The contractor shall be State licensed contractor and shall be totally familiar with all the procedures and materials. The Contractor shall provide written documentation of previous experience. The Housing Authority may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Authority all such information and data for this purpose as the Authority may request, including but not limited to, his previous experience in performing comparable work, his business and technical organizations, and financial resources.
22. LICENSED SUBCONTRACTORS The bidder shall submit at the time of bid a certificate which lists subcontractors for the furnishing of plumbing, gas fitting, heating/ventilation/air conditioning, electrical, structural steel and ornamental iron works. Said contractor shall identify the scope of work for which each listed subcontractor for the above referenced trades has submitted a price quote and which the bidder be awarded the contract. Said certificate shall also include the subcontractor name, address, telephone number, New Jersey license number (if Applicable) and the name of licensee (if applicable). Failure to submit this form will result in rejection of the bid.
23. TAX EXEMPTION Bidders are to take note that the Housing Authority is an exempt organization under the provisions of the New Jersey State Sales and Use Tax and the payment of sales taxes are not required.
24. LEAD-BASED PAINT Any contractor awarded a contract shall comply with 24 CFR Part 35 prohibiting the use of lead-based paint.
25. GUARANTEE OF WORK The Contractor shall guarantee all work and materials under this contract to be free from defects in workmanship or materials except for normal wear and tear for a period of one(1) year from the date of completion and acceptance by the Authority and agrees to replace any such defects at no charge to the Authority during that period.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Date: April 14, 2026


Signature

By: Luis Taveras
Name

Title: Managing Member

Official Address: 70 West Passaic
Street, Ste. 2, Rochelle Park, New
Jersey, 07662_

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (See instructions) **For HUD HQ/FmHA use only**

Reason for submission: *Bid for Pest Control Services*

1. Agency name and City where the application is filed
Housing Authority for the City of Bayonne

3. Loan or Contract amount \$ *116,520*

4. Number of Units or Beds *1800*

2. Project Name, Project Number, City and Zip Code

5. Section of Act Existing Rehabilitation Proposed (New)

6. Type of Project (check one)

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate now participating.	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
- All the names of the principals who propose to participate in this project are listed above.
- None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
<i>Luis Taveras</i>	<i>[Signature]</i>	<i>4/15/2026</i>	<i>201-647-1640</i>
This form prepared by (print name) <i>Luis Taveras</i>		Area Code and Tel. No. <i>201-647-1640</i>	

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date
	Bayonne Housing General Pest Control	3/2023 - 4/2026	Current	✓	
	Bayonne Housing Bed Bug Elimination	3/2023 - 4/2026	Current	✓	

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information, form HUD-2530 approval recommended.	<input type="checkbox"/> C. Disclosure or Certification problem
Staff	Processing and Control	<input type="checkbox"/> B. Name match in system	<input type="checkbox"/> D. Other (attach memorandum)
Supervisor	Director of Housing/Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations - All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions - The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and

Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinancing, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract

identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Contractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated **must** be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IO) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of

a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2c. relates to felony convictions within the past 10 years. If you are convicted of

a felony within the past 10 years, strike out 2c. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.210). This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

BIDDER'S STATEMENT OF OWNERSHIP

In accordance with N.J.S.A. 52:25-24.2, provide the following information when submitting the bid. Failure to do so shall render a bidder's bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect.

Part I - If the bidder is a corporation:

Name of Corporation: Bed Bug Squad LLC dba MiteBuster

State of New Jersey _____

Date of Incorporation _____

For those individuals * who own 10 percent or more of any class of its stock:

Names

Address

Luis Taveras, 93 Molinari Drive, Wanaque, New Jersey 0746

Anthony Guzman, 7004 Blvd. E. 29F Guttenberg, New Jersey 07093

Name of partnership _____

Part II - If the bidder is a partnership:

County in which certificate of Tradename is filed _____

For those individuals * who own 10 percent or more of the interest in the partnership:

Names

Address

Part III - If the bidder is a sole proprietorship:

_____, hereby certifies that I am the sole owner of _____,
the bidder therein.



Signature of person who
completed Part I, II, and III above

* If any of the individuals listed below is a partnership or corporation, a separate sheet should be attached giving the same information requested above for each such partnership or corporation. Similarly, if any additional entry is a partnership or corporation, information must be provided to the level of ownership required to document ultimate ownership in person (not partnerships or corporations).

THE SERVICE INSURANCE COMPANY, INC.

(in CT, GA, KY, MA, MD, MS, MT, NH, NJ, NY, PA, RI, TN & WV)

(d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)

Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.)

Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)

80 Main Street, Suite 330

West Orange, New Jersey 07052

Telephone: (973) 731-7650 - Fax: (973) 731-7889

BOND NO.: 64734

BID BOND

**DESCRIPTION OF CONTRACT TO WHICH BID PERTAINS:
PEST CONTROL SERVICES**

KNOW ALL MEN BY THESE PRESENTS that we, **BEDBUG SQUAD LLC DBA MITEBUSTER, LLC**, as principal, and hereinafter referred to as "Principal", and **THE SERVICE INSURANCE COMPANY, INC.**, a corporation duly organized pursuant to the laws of the State of New Jersey, and authorized to transact business as a surety in the State of **NJ**, as surety, and hereinafter referred to as "Surety", are held and firmly bound unto **HOUSING AUTHORITY OF THE CITY OF BAYONNE**, as obligee, and hereinafter referred to as "Obligee", in the sum of **10% of the "Amount of Bid" or TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00)**, for the payment of which sum Principal and Surety bind ourselves and our respective heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

WHEREAS, Principal as submitted a bid to Obligee in the amount stated above for the described contract (hereinafter referred to as the "Bid");

NOW, THEREFORE, if Obligee shall accept the Bid within the period specified for acceptance thereof (and, if no period is specified, then within 60 days of the date of the Bid) and (a) Principal and Obligee thereafter enter into a contract strictly in accordance with the terms and conditions of the Bid, and Principal provides the performance and payment bonds that it is required to provide pursuant to the Bid (if any), or (b) Obligee is ready, willing, and able to enter into a contract with Principal strictly in accordance with the terms and conditions of the Bid, and Principal, without justification, fails or refuses to enter into such a contract or, without justification, fails or refuses to provide the performance and payment bonds that it is required to provide pursuant to the Bid, and Principal pays to Obligee the penalty specified in the Bid, up to the penal sum of this Bond as stated above, as a result thereof, or (c) Obligee is not ready, willing, or able to enter into a contract with Principal strictly in accordance with the terms and conditions of the Bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

CONSENT OF SURETY

Principal and Surety hereby certify and agree that, if Obligee shall accept the Bid within the period specified for acceptance thereof and shall enter into a contract with Principal relative thereto as described above, Surety will execute the performance and payment bonds that Principal is to provide as required by and in strict conformance with the Bid, without condition.

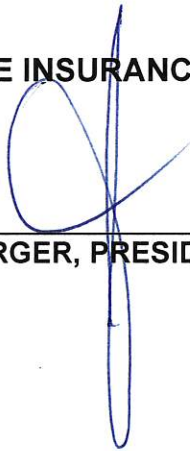
This Bond (including the Consent of Surety) is furnished to comply with the law of the jurisdiction governing the Bid. Any terms or conditions of this Bond (and/or the Consent of Surety) that conflict therewith shall be deemed deleted herefrom, and any requirements of the law of the jurisdiction that are not expressly set forth above shall be deemed incorporated herein. The intention is that this Bond (and Consent of Surety) be construed to conform with the law of the governing jurisdiction.

SIGNED AND DELIVERED THIS Friday, April 10, 2026.

BEDBUG SQUAD LLC DBA MITEBUSTER, LLC [PRINCIPAL]

By: _____

THE SERVICE INSURANCE COMPANY, INC.



JAMES S. BURGER, PRESIDENT

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

THE SERVICE INSURANCE COMPANY INC., surety (ies) on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and the surplus requirements of R.S. 17: 17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The Capital (where applicable) and surplus, as determined in accordance with the applicable laws of this state, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2024 (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indication separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

The Service Insurance Co., \$13,839,777 (12/31/2024)
PKF O'Connor Davies, LLP
245 Park Ave, 12th Fl, New York, NY 10167

(3) (a) With respect to each surety participating in the issuance of the bond that has received from the United States Secretary of Treasury a certificate of authority pursuant to 31 U.S.C 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date (thereof):

The Service Insurance Co., Inc., \$1,384,000 (8/1/2025)
Endurance Assurance Corporation, \$300,261,000 (8/1/2025)

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority pursuant to R.S. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

-NONE-

(4) The amount of the bond to which this statement and certification is attached is not to exceed \$15,000,000 per attached bond and the maximum retention on any bond for The Service Insurance Company is \$750,000 and Endurance Assurance as lead quota share authorized reinsurance Surety retains proportional and excess of loss limits which applies to this bond and is on file with the State of NJ Department of Banking and Insurance.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (a) or (3) (b) above, or both then for each contract of reinsurance:

(a) The name and address of each such reinsurance under that contract and the amount of that reinsurance participation in the contract is as follows:

ENDURANCE ASSURANCE CORPORATION,
750 Third Avenue
19th Floor
New York, NY 10017

Variable Quota share Treaty and Excess of Loss Treaty maximum single retention on primary Surety (The Service Insurance Company) shall not exceed authorized limits established by the United States Treasury.

(a) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c. 243 (C. 17: 51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I James S. Burger, as **President of The Service Insurance Company,** a corporation, domiciled in **New Jersey,** DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOID.

X

James S. Burger, President

64734

THE SERVICE INSURANCE COMPANY, INC.

(in CT, GA, KY, MA, MD, MS, MT, NH, NJ, NY, PA, RI, TN & WV)

(d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)

Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.), in AL

Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE SERVICE INSURANCE COMPANY, INC., 80 Main Street #330, West Orange, NJ 07052, a corporation of the State of New Jersey (d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC), Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.) and in AL, Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.) pursuant to authority granted by Article VIII, Section 7 of the By-Laws of said Company, which reads as follows: "CONTRACTS. The Board of Directors may authorize any officers, to execute any surety bond instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances."

Does hereby nominate, constitute and appoint Glen T. Burger and James S. Burger, its true and lawful agents and Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and its act and deed: any and all bond undertakings, and consents of surety, no one bond to exceed an aggregated penal sum liability of \$5,000,000 (Five Million Dollars).

Does hereby nominate, constitute and appoint not applicable executed in home office of not applicable executed in home office Insurance Agency as its true and lawful Attorney(s)-in-Fact for the following purpose: to make, execute and deliver those bond undertakings and Consents of Surety on behalf of the Company to any Oblige for those bid bond, performance bond, payment bond and other bond undertakings not to exceed an aggregated penal sum liability of \$5,000,000 (Five Million Dollars).

Said Insurance Agency Attorney(s)-In-Fact shall obtain prior approval confirmed in writing from the Company with a bond number provided by the Company's home office prior to issuing any bonds. Said Attorney(s)-In-Fact by executing the attached bond(s), hereby represents and warrants under oath that the Company has granted it/him/her prior approval and furnished the bond number for the attached bonds, which has been logged and recorded at the Company's home office. The Company shall not cover, honor or pay any claims for unauthorized bonds, and the Oblige may confirm the validity of the attached bond on receipt by contacting the Company in writing at 973-731-7889 (fax) or Jburger@serviceinsurancecompany.com.

IN WITNESS WHEREOF, the said Treasurer and President have hereunto subscribed their names and affixed the Corporate Seal of the said The Service Insurance Company, Inc., this 6th day of June, A.D 2022

THE SERVICE INSURANCE COMPANY, INC.

BY: [Signature]
GLEN T. BURGER, TREASURER

[Signature]
BY: JAMES S. BURGER, PRESIDENT

STATE OF NEW JERSEY)
) SS
CITY OF WEST ORANGE)

On this 6th day of June, A.D. 2022, before the subscribed, a Notary Public of the State of New Jersey, duly commissioned and qualified, came the above named Treasurer and President of The Service Insurance Company, Inc., to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledge the execution of the same, and being by me duly sworn severally and each for himself deposed the saith, that they are the said officers of the Company aforesaid, and that the seal is affixed to the preceding instruments, is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

MARIA E. CERQUEIRA
Notary Public, State of New Jersey
Comm. # 2360557
My Commission Expires 6/4/2027

[Signature]
Notary Public in the State of New Jersey

CERTIFICATE

I, the undersigned, President of The Service Insurance Company, Inc., The Company, do hereby certify that the original Power of Attorney in which the forgoing is full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the President who executed the said Power of Attorney was specially authorized by the Board of Directors to appoint any Attorney in Fact as provided in Article VIII, Section 7, of the By-Laws of The Service Insurance Company, Inc.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Service Insurance Company, Inc.

Resolved: "That the facsimile or mechanically reproduced signature of the Company President, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

COMPANY EMBOSSED CORPORATE SEAL MUST APPEAR ON BOND FORM AND POWER OF ATTORNEY

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of the said Company, this 10th day of April, 2022

[Signature]
JAMES S. BURGER, PRESIDENT

12/04/17

Taxpayer Identification# 454-566-291/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

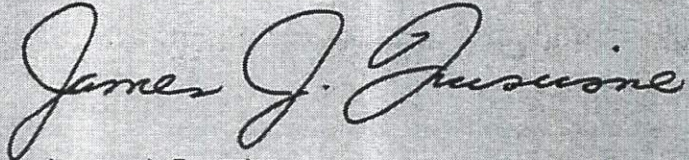
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08648-0252

TAXPAYER NAME:

BED BUG SQUAD LLC

ADDRESS:

**70 WEST PASSIAC ST SUITE 2
ROCHELLE PARK NJ 07662**

EFFECTIVE DATE:

04/02/12

TRADE NAME:

MITEBUSTER

SEQUENCE NUMBER:

1706203

ISSUANCE DATE:

12/04/17



Director
New Jersey Division of Revenue

Preparation of Performance and Payment Bond

- (1) Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
- (2) The name of the Principal shall be shown exactly as it appears in the Contract.
- (3) The penal sum shall be not less than the contract amount.
- (4) If the Principals are partners, or joint ventures, each member shall execute the bond as an individual, with his place of residence shown.
- (5) If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive shall be affixed following the corporate name.
- (6) The official character and authority of the persons executing the bond for the Principal, whether individual, partnership or corporation, shall be certified by individual partner or in the case of a corporation, by the secretary or assistant secretary therefore under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies. If a Corporation, President or Vice President should sign for same and Secretary of Corporation should attest to signature of signing officer.
- (7) The current power-of-attorney of the persons signing for the surety company must be attached to the bond.
- (8) The date of bond must not be prior to the date of contract.
- (9) The following information must be placed on the bond by the surety company:
 - (a) The rate of premium in dollars per thousand, and
 - (b) The total dollar amount of premium charged
- (10) The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
- (11) Type or print the name underneath each signature appearing in the bond.
- (12) An executed copy of the bond must be attached to each copy of the Contract (original Counterpart) intended for signing.
- (13) The Performance and Payment Bond is generally of the type that will be required, but it is subject to such modification in form as may be required by the Solicitor of the Local Authority.

A F F I D A V I T
(Prime Bidder)

State of NEW JERSEY)
) : SS
County of PASSAIC)

Luis Taveras, being first dully sworn, deposes and

says:


That he is the Managing Member of the
(a partner or officer of the firm of, etc.)
party making the foregoing proposal or bid, that such proposal or bid is genuine and not
collusive or sham, that said bidder has not colluded, conspired, connived or agreed,
directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from
bidding and has not in any manner, directly or indirectly, sought by agreement or
collusion, or communication or conference with any person, to fix the bid price of affiant
or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that
of any other bidder, or to secure any advantage against the HOUSING AUTHORITY OF
THE CITY OF BAYONNE or any person interested in the proposed contract; and that all
statements in said proposal or bid are true.



Signature of: Luis Taveras
Bidder, if the bidder is an
individual;
Partner, if the bidder is a
partnership;
Officer, if the bidder is a
corporation.

JANILDA N STABILE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES FEBRUARY 16, 2031
COMMISSION: #50151151

Subscribed and sworn to before me
this 14TH day of APRIL, 2026.


My commission expires 02/16, 2031.

BID No.

Housing Authority City of Bayonne

at

Bayonne, NJ

BIDDER'S AFFIDAVIT

(This Affidavit is part of the Proposal)

State of New Jersey)

) :SS

County of Passaic
(Fill In)

Luis Taveras being duly sworn, deposes and says that he resides at 93 Molinari Drive, Wanaque, New Jersey, 07465 that he is the Managing Member who signed above Bid or (Give Title) Proposal, that he was duly authorized to sign and that the proposal is the true offer of the Proposer, that the seal attached is the seal of the Proposer and that all the declarations and statements contained in the Proposal are true to the best of his knowledge and belief.

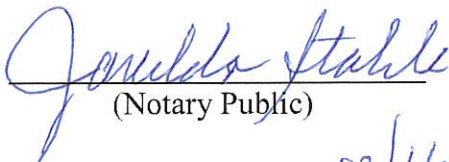
Subscribed and sworn to before me

at _____

on this 14th day of APRIL, 2026



Signature of Proposer (Seal)


(Notary Public)

My commission expires 02/16/2031

JANILDA N STABLE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES FEBRUARY 16, 2031
COMMISSION: #50151151

Qualifications Questionnaire

The Housing Authority of the City of Bayonne

Bid For: Pest Control Services

Name of Bidder: Bed Bug Squad LLC dba MiteBuster

Address: 70 West Passaic Street, Ste. 2, Rochelle Park, New Jersey 07662

1. How many years have you been in the extermination business? 20 years
2. How long has your company been in business? 13 years
3. What type of equipment do you own that is available and intended for this project? 5 service vehicles, 9 sprayer tanks, 2 backpack sprayers, 1 electric aerosol sprayer, 4 steam machines, 1 termite rig, and \$3,000-4,000 in pest control supplies on hand (liquid insecticides, bait stations, glue boards, traps etc)
4. Have you ever failed to complete any work awarded to you? No
If yes explain _____
5. Are you going to have the same exterminators, at all times, performing the work required? we are a staff of 5 licensed pest control technicians but will typically dedicate the same 2-3 technicians to your site
6. How many licensed exterminator are employed in your company? 5
7. How available are you, in case an issue comes up on site? always
8. How long, do you think, a low level (roach) infestation should take to clear up? 1-2 visits within 3 weeks
9. In a high level roach infestation what are some tools you use to eliminate the problem? Chemical sprayers, dusts, gel bait & aerosol unit.
10. Does your company use bait (poison) for mice in units with pets and children? yes
If no what do you use? _____
11. How many vehicles does your company own? 5

EXHIBIT B

P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE CONSTRUCTION CONTRACTS

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment, because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

e. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in this discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by the union with provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or grater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L.1975, c.127, as amended and supplemented from time to time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with union for a construction trade, the contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c.127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the contractor or subcontractor further agrees to immediately take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

(B) If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

- (1) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
- (2) To notify any minority and female workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
- (4) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c.127;

- (6) To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:
- (i) If said individuals have never previously received any document or certification signifying a level of qualifications lower than that required, the contractor or subcontractor shall determine qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these regulations. All of the requirements of this paragraph, however are limited by the provisions of (C) below.
 - (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
 - (iii) If, for any reason, said contractor or subcontractor determines that a minority individual or female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.

- (7) To keep complete and accurate record of all requests made for referral of workers in any trade covered by the contract and on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) preceding provision shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall agreement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for the admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the contractor or subcontractor agrees that, in implementing the procedures of the preceding provisions (B) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.
- (D) The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than 3 days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Manning Report once a month (by the seventh work day of each month) thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.
- (E) The contractor and its subcontractors shall furnish such reports or other documents

to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the affirmative action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

AFFIRMATIVE ACTION AFFIDAVIT

Pursuant to the regulations promulgated by the Affirmative Action the State of New Jersey in accordance with Laws of Public Law 1975, Chapter 127 and all its latest amendments stated in the Circulars of the Secretary of the Treasury of the State of New Jersey, as are included with these specifications, contractors furnishing goods or services to the Authority must agree, where applicable, to the following:

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

1. To comply with all the regulations of Affirmative Action Laws of the State of New Jersey, Public Law 1975, Chapter 127.
2. To comply will all requirements stated in (N.J.A.C. 17:27) a memorandum entitled "Affirmative Action Requirements for Public Agencies in the Awarding of Contracts" (the "Memorandum").
3. To comply with all requirements of a Notice and explanation of certain revisions to Exhibit B, Mandatory Affirmative Action Language: Construction Contractors (the "Notice").

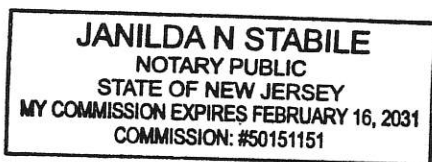
The undersigned hereby states, have fully read and agrees to comply with the above, and is familiar with the regulations described therein and will furnish further information if requested by the e Authority confirming the compliance with above stated regulations. I am also aware that if the firm of Bed Bug Squad dba Mite Buster does not comply with Public Laws 1975, Chapter 127 and the rules and regulations issued pursuant thereto that no monies will be paid by the Authority and that the firm of Bed Bug Squad dba Mite Buster may be debarred from all public contracts for a period of up to five (5) years.



(Signature)

April 14, 20

Title: Luis Taveras, Managing Mbr
(Sole Proprietor, General Partner of
Corporate Officer)



Subscribed and sworn to before me

This 14th day of APRIL, 2026.

Janilda N Stable

My commission expires 02/16/2031

FORM OF SUBCONTRACTOR CERTIFICATE

In accordance with N.J.S.A. 40A:11-16, provide the following information when submitting the bid. Failure to do so shall render a bidder's bid proposal unresponsive, and shall constitute a fatal defect that cannot be cured by a governing body, and shall cause the bid to be rejected without opportunity to cure the defect.

AFFIDAVIT
(Prime Bidder)

State of NEW JERSEY) SS.
County of PASSAIC)

Luis Taveras, being first duly sworn, deposes and says: That he is the Managing Member (a partner or officer of the firm of, etc.) of the party making the foregoing proposal or bid, and that in preparing the foregoing proposal or bid he has solicited and received price quotes for the following subcontracted work:

1. PLUMBING, GAS FITTING AND ALL KINDRED WORK

Name of Subcontractor: _____
Address: _____
Phone: _____
N.J. License # (if applicable): _____
Name of Licensee (if applicable): _____
Scope of work for which price quote was submitted: _____

2. STEAM POWER PLANTS, STEAM AND HOT WATER HEATING AND VENTILATING APPARATUS AND ALL KINDRED WORK

Name of Subcontractor: _____
Address: _____
Phone: _____
N.J. License # (if applicable): _____
Name of Licensee (if applicable): _____
Scope of work for which price quote was submitted: _____

3. ELECTRICAL WORK

Name of Subcontractor: _____
Address: _____
Phone: _____
N.J. License # (if applicable): _____
Name of Licensee (if applicable): _____
Scope of work for which price quote was submitted: _____

4. STRUCTURAL STEEL AND ORNAMENTAL IRON WORK

Name of Subcontractor: _____
Address: _____
Phone: _____
N.J. License # (if applicable): _____
Name of Licensee (if applicable): _____
Scope of work for which price quote was submitted: _____

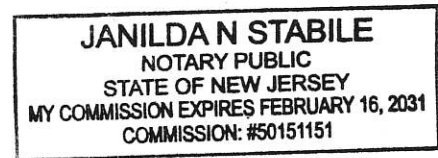
The bidder further states that, if awarded a contract for this project, the bidder shall award a contract to each of the above listed subcontractors.

[Handwritten Signature]

Signature of: Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Subscribed to and sworn before me
this 14TH day of APRIL, 2026.

[Handwritten Signature]
Notary Public of the State
Of PASSAIC



My commission expires 02/16, 2031.

NOTE: Due to the nature of this bid, ordinarily, there will be no sub-contactors for this contract. However, this form is required by law and should be submitted, indicating “none” for each category for which there is no sub-contractor.

FORM OF CONTRACT

This Agreement made this _____ day of _____, 2026, by and between Bed Bug Squad LLC dba MiteBuster, a corporation, organized and existing under the laws of the State of _____, OR a Partnership Consisting of _____, _____, _____, _____, OR an individual trading as _____, hereinafter called the "Contractor" and the Housing Authority of the City of Bayonne, hereinafter called the "Authority".

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

ARTICLE 1: STATEMENT OF WORK. The Contractor shall furnish all labor, materials, tools and equipment and shall perform all work in strict accordance with the Specification, terms and conditions referred to therein, and addenda thereto, all signed and/or initialed by the undersigned, which are incorporated herein by reference and made a part hereof.

ARTICLE 2: TIME OF COMPLETION. The Contractor shall commence work under this Contract on a date specified in the written Notice to proceed issued by the Authority, and shall fully complete all work thereunder for the period, May 1, 2026 to April 30, 2027, or any extension thereafter.

ARTICLE 3: THE CONTRACT PRICE. The Authority shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Project Manual, the sum of _____ Dollars (\$ _____).

ARTICLE 4: PAYMENT. Payment shall be made as set forth in the Contract Documents, referred to herein, specifically the "General Conditions" of the Specifications.

ARTICLE 5: LIQUIDATED DAMAGES: Since actual damages for any delay in completion are impossible to determine, the Contractor and his sureties shall be liable for, and shall pay to the Authority Five Hundred (\$500.00) Dollars as liquidated damages for each calendar day of delay until the work is completed or accepted.

ARTICLE 6: CONTRACT DOCUMENTS. Contract documents shall consist of the following signed/or initialed component parts:


- A. This Instrument
- B. General Conditions
- C. Invitation to Bid
- D. Instructions to Bidders
- E. Summary of Work and Special Conditions
- F. All other Material in the Bid Documents
- G. Contractor's Bid as accepted by the Authority

This instrument, together with the documents enumerated in this Article, form the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts, the provision in the component part first enumerated in this Article shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

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

Bed Bug Squad LLC dba MiteBuster
(Insert Name)
Contractor

ATTEST:



By:Luis Taveras



Title: Managing Member

Business Address: 70 W. Passaic
Street, Ste. 2, Rochelle Park, New
Jersey, 07662

JOHN T. MAHON
EXECUTIVE DIRECTOR
HOUSING AUTHORITY OF
THE CITY OF BAYONNE

ATTEST:

By:_____

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean 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; and Indian "tribe" to mean 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.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [x] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

**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

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)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

__Bed Bug Squad LLC dba MiteBuster [insert 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, [x] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [x] 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)
- | | |
|--|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input checked="" type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> 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.

10. 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"

[X] 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.

 4/15/2026

(Signature and Date)

Luis Taveras
(Typed or Printed Name)

Managing Member

(Title)

Bed Bug Squad LLC dba MiteBuster

(Company Name)

(Company Address) 70 W. Passaic St., Ste 2, Rochelle Park, NJ 07662

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

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

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

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

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

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

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

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

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

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

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

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

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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

SPECIFICATIONS FOR PEST CONTROL SERVICES

AT VARIOUS SITES

HOUSING AUTHORITY OF THE CITY OF BAYONNE

Sec. 1 Areas To Be Worked On

a. Contractor shall perform services as defined under "Scope of Work to be Done" at the following locations which are under the jurisdiction of the Housing Authority of the City of Bayonne:

b.

PROJECT NO.	NAME	BUILDINGS	UNITS
N.J. 12-1	Pamrapo Gardens	6	118
N.J. 12-2	Bergen Point Gardens	6	108
N.J. 12-3	Centerville Gardens	6	108
N.J. 12-4	LaTourette Gardens	9	162
N.J. 12-5	Kill Van Kull Gardens	4	126
N.J. 12-6A	Pamrapo Gardens Annex	1	58
N.J. 12-6B	East Side Gardens	2	66
N.J. 12-7	Constable Hook Village	2	176
N.J. 12-7A	Kill Van Kull Annex	1	76
N.J. 12-8	Back Bay Gardens	1	252
N.J. 12-9	Leased Housing		
	521 Kennedy Boulevard	1	8
	29-31 East 17th St.	1	12
	570 Avenue C	1	18
	Bridgeview Manor	14	260

c. Definition of Areas to be treated will be as follows:

Dwellings Units, basement rooms, storage, etc., crawl spaces and pipe spaces, elevators pits, fire hallways, and all related areas connected with the housing projects, office space, etc., Exterior perimeters of Units for Rodent Burroughs.

Sec. 2 SCOPE OF WORK TO BE DONE

- a. The Contractor shall furnish all necessary labor, tools, materials, equipment and other incidental items required for the complete extermination from the premises of all buildings, in all projects covered by this specification, including but not limited to rats, bats, mice, crickets, ants (all types), water bugs, snakes, roaches (all types), silver fish, fleas (all types) sewer flies, bees, wasps, squirrels and all other vermin including termites whenever found, and in using reasonable care and means to keep the premises pest free. The services shall also include locating and sealing of all holes and openings by means of steel wool and/or caulking.

- b. The prospective successful contractor shall have in his employ licensed Pesticide Applicators working full time (at least eight (8) hours per day) with at least 3 years experience in exterminating work, who shall perform the services required by this specification.

- c. The successful contractor will be required to register the names of the employees furnishing the home address of same, their Social Security numbers and the wages they will be paid. The number of years each employee has been on the Contractor's payroll shall also be listed and each man shall be bonded to guarantee maximum security to this Authority and all residents residing in our units. The above information shall be required in quadruplicate form and same shall be notarized and made part of this Contract. There are no prevailing wages established for this work, since it is not a construction project. No wage-reporting requirement will apply to this contract. Bidders should contemplate paying wages for the level of work contemplated in the scope of services, based upon those paid for such work in the Bayonne Community.

Sec. 3 SPECIFICATIONS FOR PEST CONTROL SERVICES

- a. All work shall commence on the 1st day of the date set forth in the contract. Once schedules are set, they shall not be altered unless by mutual consent. Schedule subject to change with 48-hour notice.
- b. The Contractor or his employees must enter and treat each and every apartment whether admission is denied or not, by the tenant, where tenant is not at home the Authority shall make necessary arrangements to see to it that each and every apartment is entered with the Contractor's representatives. If the apartment can't be entered, for any reason, this will be noted in our records and legal action taken against the tenant.
- c. The Contractor shall set up a system at each site indicating the apartment number and he shall maintain on said listing the service rendered, date on which rendered, by whom rendered, and note any special or unusual condition or treatment by apartment number. For any special or unusual treatment to a unit the contractor will provide to the tenant and the Authority, in writing, how to prepare the unit for service. These lists shall remain in the Central Office so that complaints can be recorded and checked out.
- d. When service has been rendered in any apartment, the Contractor shall secure the signature of the tenant where service has been performed, and if tenant is not at home then an employee of this Authority may sign for same after witnessing the service being performed. This form shall contain a detailed summary of the treatment, to include but not limited to, areas treated, what type of chemicals were used, follow-up needed and when etc..
- e. Exterminating services shall be performed as indicated above and shall include all occupied and vacant dwelling units and buildings including tenant furnishings as well as non-rental portions of the buildings such as offices, stairways, hallways, incinerator areas, basement areas including crawl spaces, above drop ceilings, storage rooms, boiler rooms, laundries (where they exist), unexcavated areas, elevators, elevators pits, community halls and all other interior sections of buildings such as slop sink areas; penthouses and other sections not

specifically mentioned or covered by this document, but which is an integral part of the building.

Special care needs to be taken as not to damage any Tenant belongings. The Authority will not be held liable for any such claim.

- f. Regardless of types insecticides used, all areas which are or may become infested shall be treated and special precautions shall be taken, so that food and cooking or eating utensils are not contaminated by the treatment rendered.
- g. Sprays, particularly those containing volatile vehicles should not be used in areas where there is danger of fire or electric short circuits such as heaters, stoves, ovens, fuse boxes, electric outlets, etc. Dust should be used in these places. Gel or other approved material shall be injected directly into small cracks, crevices, voids and hard to see areas that may harbor roaches. Existing gel that is in plain view at the direction of the Authority must be removed and cleaned by the contractor taking care not to cause damage to the property.
- h. Apply gel or the most current and effective method with **small and multiple placements**. Place gel directly into cracks and crevices where stain or buildup will not cause a problem. Kitchen Placements should be made, but not limited to, pipes (where pipes enter/exit apartment at various locations). Kitchen drawers (alongside the interior of the doorframe), cupboards (underneath selected cupboards where frame meets the wall), countertop underneath countertop where sink is located), baseboard areas (where vinyl baseboards meet cabinets/floor/ walls). Bathroom placements should be made, but not limited to, sink (upward angle into overflow drain), condensation areas (place in area where condensation can build i.e. top of door frame and medicine cabinets). Bait station and glue boards shall be placed in safe areas to monitor activity.
- i. Exterminate the raceways and connection boxes for the smoke alarms located in the apartments, public halls and

basement areas on a regular basis. Follow up treatment as necessary to control conditions. Also the raceways and junction boxes for the Cable TV. wiring system. Main fire control panels located on the public hallways and in the basements are to be included.

- j. Methods of exterminating to be determined by the qualified pesticide applicator, as care must be followed in order not to damage the metallic and non-metallic raceways, wiring, etc. Also caution to be used not to impede smoke entry into the smoke alarm heads.
- k. Transportation to and from the various sites for Exterminating Services shall be provided by the Contractor.
- l. The service required by this contract shall be rendered each and every month of the contract year in a professional workmanlike manner, so that positive control of insects and vermin of all types is achieved. The contractor must guarantee control and elimination of any pest problem and shall be required to return and perform necessary services to bring about desired results within 24 hours after a complaint is registered.
- m. The exterminating service will encompass specifically the treatment of roaches (all types), silver fish, fleas (all types), ants (all types), crickets, bees, wasps, squirrels, snakes, water bugs, sewer flies, termites, rats, bats, and mice wherever found within the entire project, whether outside or inside and will include treatment of tenants furniture for any of the above mentioned conditions without any charges being made to the tenants of Authority.
- n. Special treatment set forth under Section 13 is emphasized in that the successful contractor will be required initially to give the special treatment in order to control the problem, and to repeat the treatment every six months thereafter. Once the condition is controlled, the successful contractor will have ample opportunity and time to maintain the controlled condition. Recommend treatment as necessary to maintain control.
- o. In addition to the scheduled site work the Authority shall coordinate 3 additional days per month for Callbacks or additional treatments that may be required.

Sec. 4 PERMITS-FEES

- a. The contractor shall supply the Authority State pesticide applicators licenses for all exterminators for our records.
- b. A written list of all insecticides/rodenticides which will be used, and the specific formula, will be furnished to the Authority for reference purpose, and the Authority reserves the right to perform all necessary tests to determine the effectiveness of any or all insecticides used in the performance of the services required by this contract.

Sec. 5 AUTHORITY COOPERATION

- a. The Authority in conjunction with the Contractor will advise the tenants of the service to which they are entitled, and they shall also give written notice to tenants that they are to permit servicemen to enter their apartment to accomplish their appointed duties.

Sec. 6 MATERIALS

- a. In the event of the development of an insect/rodent resistance problem, such as the resistance to any certain insecticides/rodenticides treatment, the Authority will require the contractor to keep up with the latest development in the field of insecticides/rodenticides, and use such materials which will have the approval of the Federal, State and local Board of Health and can safely be used without danger to pets and humans of any age.
- b. For the control of mice use ~~currently approved materials~~ specifically approved by the Federal, State, and local Board of Health. The contractor is required to advise all tenants when such materials are being used, and he shall properly warn the family head of the danger involved in the use of these materials to humans. Treatment for the control of rats shall be administered by the use of approved Anti-coagulant rodenticides in baitboxes, rats boards, if required, snap traps or other approved methods. No calcium cyanide or other fumigant

shall be used except under the personal supervision of a qualified inspector representing the Health Department of the City of Bayonne, and the contractor shall not use any chemicals not specified in this action without first getting written permission from the Health Board and the Authority.

- e. The contractor has an obligation to report in the Management Office or staff assigned by the Authority any condition, which is unsanitary, and which may cause his treatment to fail in the job it is to do.

Sec. 7 PROCEDURE OF WORK

- a. Employees of the contractor shall report to the Maintenance Supervisors or staff assigned by the Authority as they report for duty, and they shall apprise him of the areas they will work on during the entire day. Since it will be difficult to get into some of the apartments before 9:00 A.M. the contractor is urged to direct his personnel to work on such area as basements, crawl spaces, community halls or offices which are not occupied at 8:00 A.M. in the morning.
- b. This provides the advantage of at least one hour's work for all concerned before entering apartment areas. In all cases the contractor's representatives are expected to cooperate with the Authority supervision in that they are urged to follow their guidance as to areas to be worked on.
- c. By 4:00 P.M. daily, the Contractor's employee/s shall furnish Authority representatives signed receipts (including address, condition of unit treated, treatment performed, materials/insecticides used in treating and if further treatments or inspections are required to guarantee the elimination of the problem) for the day's work, and all proper entries shall be made on lists maintained in Management and Maintenance offices. There must be constant cooperation and communication between the Contractor and the Authority.
- d. The contractor shall provide two exterminators for all

jobs, at least one shall be a licensed exterminator. This is to ensure that these sites are done in a timely yet professional manner.

Sec. 8 INVOICING

- a. The contractor shall present to the Authority invoices in duplicate form for each month's services, and if everything is in order said invoices will be processed for payment at the next Commissioners' meeting following the receipt of the billings.
- b. All billings shall be properly supported by signed receipts by the Management Offices or Maintenance Supervisor whose approval of the services will be required before invoices are honored.

Sec. 9 INSECTICIDE POISONING

- a. In the event of any reported cases of insecticide or rodenticide poisoning, the contractor's representative or the Management and Maintenance Supervisor, (if they are familiar with any such complaint) shall immediately call a physician or emergency hospital service, and they shall identify the suspected insecticide so that the proper antidote can be administered.

Sec. 10 SPECIAL INSTRUCTIONS

- a. Should services rendered by the contractor prove unsatisfactory to the Authority at any time during the life of this contract, the contract may be cancelled and the cost of correcting any condition of infestation will be charged against the contractor, and the Bonding Company will be apprised of such action and will be responsible for the full payment thereof any differences in contract price resulting from awarding the contract to the next low bidder.
- b. The contractor is hereby advised that all work performed by him must have the approval of the Authority, and that if such approval is not forthcoming this Authority will not honor any bills presented to it.
- c. The right to take samples of insecticides and rodenticides

being used during the course of this contract is reserved by this Authority for testing purposes, and the contractor will be solely responsible for all costs of testing, if such tests show deficiencies in quality of materials used.

- d. The Contractor shall make available, at a minimum, 200 "CatchMaster" glue boards and 100 roach bait stations per month to the Authority for placement, to aid in control, at no cost to the Authority.
- e. In the event of Rodent complaints in occupied dwellings, the Professional Exterminator must respond within 24 hours after the initial call is placed with the contractor and or the contractor's answering service. The contractor must respond in writing within 72 hours to the authority indicating the problems found, the corrective action and any follow-up needed.

Sec. 11 TERM OF CONTRACT

- a. The term of this contract shall be for a period of One (1) year for the term set forth in the contract. At the option of the Authority, the Authority can give notice to the Contractor that it will renew the contract for an additional one (1) year term, at the same term price as the initial year. If so done, the Contractor shall be required to perform the contract during the extension period.

Sec. 12 PENALTIES

- a. In the event of any default of this contract because of inability to perform, penalties shall be imposed at the discretion of this Authority, predicated on the basis of facts as they exist at the moment of default.

Sec. 13 SPECIAL TREATMENT

- a. At the beginning of the service rendered by the successful vendor, he shall specially treat certain areas of each apartment as outlined below, and every 6 months he shall repeat this treatment in each and every apartment. The Authority shall also reserve the right to demand this special service if a given area is not under control during the term of the contract.

1. a. KITCHENS: The framing of all kitchen cabinets where they join walls and ceilings are to be treated with a gel or other proven effective method, either operated manually or electrically, to effect penetration of all crevices and spaces between wall, ceiling and cabinets.

Refrigerators shall be treated by pulling some out from wall, spraying the rear thoroughly, all surfaces around the motor and compressor are to be treated and in all cases precautions shall be taken not to short any electrical connections.

- b. All tenant's kitchen furniture shall be intensively treated.
- c. Treat sink as outlined in section 3h.
2. a. BATHROOM: Medicine cabinets shall be thoroughly treated. Other areas in bathroom shall be treated as outlined under Sec.3.H.
3. a. BEDROOMS: Bedrooms are to be treated for the control of bed bugs as well as all other insect infestation that may be found therein. All closets in bedrooms are to be treated and tenant shall permit the contractor free access to such areas. Other bedroom furniture shall also be treated to guarantee full control of infestation.
4. a. WALLS AND CEILINGS: All walls and ceilings shall be treated with a non-staining insecticide under the original and six month treatment, and the contractor shall assume full responsibility for ceiling and wall stains or for stains to furniture or flooring. In this connection tenants must be sure that walls are completely dusted down. This is definitely a tenant responsibility and will be insisted upon by the Authority.
5. a. HALLS, PUBLIC AND PRIVATE, ETC.: All hall closets in apartments or stairways and entrance doors leading to public corridors shall be thoroughly treated throughout their interior or exterior surfaces, and all public corridor walls, ceilings and base between floor and wall are to be treated by spraying completely from ceiling to floor.

Stairways shall be treated from step to ceiling and in high rise buildings elevator door castings are to be treated with an approved powder insecticide on the corridor side as well as the shaft side. All common areas need to be treated with an approved roach bait station.

6. COMPACTOR ROOMS
 - a. Compactor Rooms at low rise and high rise buildings shall be given extra special treatment. Most low rise buildings have exterior type hoppers and these should be treated with the proper type insecticides which will not be easily washed away by the elements, and clean out rooms shall receive proper treatment to control insects drawn to garbage accumulations.
 - b. In high rise buildings the hopper frame shall be treated with a powder insecticide on each and every floor. The flue at each floor level shall be treated with an approved powder between the mortar joints of the brick to the extent where it is accessible. Nozzle extensions, if necessary are to be used on the powder blowers to reach as large an area as possible.
7. **INTERIOR BASEMENT WALLS, ETC.:**
 - a. Interior basement walls shall be sprayed with a powder insecticide so as to effect a clean up of all insect infestations in these areas. Other areas in basements shall be treated whether or not mice are present in the building to prevent an influx of these rodents. These areas should be treated with an approved rodenticide, bait station and glue boards.
8.
 - a. All sanitation pick-up areas and containers shall be thoroughly treated so as to prevent insect and rodent infestation.

Sec. 14 INSURANCE:

It is understood that the successful contractor must be covered by Workmen's Compensation Insurance for the State of New Jersey and in addition he must carry Public Liability Insurance for exterminating activities such

coverage to be in the minimum amount of \$500,000/\$1,000,000 and Property damage Insurance in the amount of \$1,000,000. Certificates of such insurance coverage shall be furnished to the Authority and will be subject to the approval of our Counsel. Said Insurance Coverage must name the Housing Authority of the City of Bayonne in the policy.

Sec. 15 RESPONSIBILITY: It shall be the responsibility of the bidder to familiarize himself with all existing conditions, areas to be worked on, and the quality and quality of work expected by this specification, and it will be his responsibility to comply with all conditions as set forth herein.

The successful contractor shall leave a written notice with the Management and the Maintenance Supervisor indicating the type of materials he is using while performing his services, so that should the occasion arise where allegations are made involving poisoning by immediately apprised of the chemical contents, and be in a position to prescribe a suitable antidote. Such information shall also be supplied to the Management Office for inclusion in the contract files. If there are known antidotes these shall also be furnished in writing, however, they should not be administered except in emergencies.

Sec. 16 PAYROLL INFORMATION: This work has no payroll reporting requirements

Sec. 17 VALID LICENSE: All bidders must present evidence that they have the appropriate valid license as a pesticide Applicator from the New Jersey Department of Environmental Protection, Division of Environmental Quality Pesticides Control.

Sec. 18 DISPUTES

- a. Disputes and claims arising under, out of or related to the contract, which cannot be resolved first in the manner set forth in subparagraphs (a), (b), (c), (d) and (e), of this paragraph shall be, submitted to a process of alternative dispute resolution ("ADR") prior to being submitted to a court for adjudication. However, disputes concerning the bid solicitation or award process, or to the formation of

contracts or subcontracts to be entered into pursuant to N.J.S.A. 40A:11-1 et seq. are not subject to the ADR method, set forth herein. In any case, nothing in this section shall prevent the contracting unit/officer from seeking injunctive or declaratory relief in court at any time.

The term "ADR" means submittal of disputes or claims to mediation, and, if necessary thereafter, the commencement of litigation in the Superior Court of New Jersey, Hudson County. The term "mediation" means a voluntary ADR process in which the parties to the dispute meet with an impartial person, called a mediator, who would help resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes, but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. Moreover, when a dispute concerns more than one contract, i.e. a construction contract and a related contract involving design, architecture, management, or engineering, or when more than one dispute of a similar nature arises under a construction contract, all interested parties may be included in the mediation proceeding, at the request of one of the contracting parties, unless determined to be inappropriate by the person appointed to resolve the dispute. The term "construction contract" includes contracts for construction, or its related architecture, engineering or construction management.

All mediation shall be conducted pursuant to the Authority's rules for mediation, currently in effect the "Mediation Rules"). The Mediation Rules are on file with the Authority and are available upon request to all bidders. It is agreed, specifically, that the successful bidder consents to mediation pursuant to the Mediation Rules.

"Claim", as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- b. All disputes arising hereunder or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- c. All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA/IHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- d. The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- e. "The Contracting Officer's decision shall be final unless, prior to submitting the same to a court for adjudication, the Contractor submits, in writing, the appeal for mediation within thirty (30) days after receipt of the Contracting Officer's decision. Mediation may be commenced thereafter when sixty (60) days have passed after a dispute or claim has been referred to the Contracting Officer as provided in subparagraph hereof and no decision has been rendered. The Contractor's notice of demand for mediation shall be filed, in writing with the Contracting Officer.

Thereafter, mediation services shall be provided as set forth in the Mediation Rules and the cost of mediation services shall be paid entirely by the Contractor. Finally, during mediation proceedings, the Contracting Officer and the Contractor shall comply with the requirements of subparagraph (f) hereof."

- f. "The Contractor shall proceed diligently with performance of the contract, pending final resolution of any request for relief, claim, appeal, mediation, or action, arising under or relating to the Contract, and comply with any decision of the Contracting Officer."

Sec. 19 SITE INSPECTION

In submitting this bid, the bidder acknowledges that the Authority's locations, which are the subject of this bid, were inspected by the bidder, in an effort to arrive at the enclosed bid proposal amount.

Sec. 20 FORM OF VOLUNTARY ACT AND DEED

In submitting this bid, the bidder acknowledges that partners or officers of the firm or corporation have voted to present their bid proposal to the Housing Authority of the City of Bayonne as their own voluntary act and deed.

BIDDER CERTIFICATION AND/OR ACKNOWLEDGEMENT OF COMPLIANCE
WITH NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

In accordance with P.L. 2004, c. 57, as amended by P.L. 2009 c. 315, provide the following documentation and information when submitting a bid. Failure to provide such information could be deemed unresponsive, but the Authority at its sole option and discretion can determine to permit the Contractor determined to be the lowest responsible bidder to provide the information prior to the time a contract is executed.

The undersigned bidder hereby certifies and/or acknowledges as follows:

1. The term "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof. The term "Contractor" means a business organization that seeks to enter, or has entered into, a contract to provide goods or services or to construct a construction project with the Housing Authority of the City of Bayonne (the "Authority"), a public agency. As used herein, references to the term "Contractor" shall include the bidder. The term, "subcontractor" means any business organization that is not the contractor that knowingly provides goods or issued by the Housing Authority.

2. The bidder has complied with or will before executing a contract comply with the business registration provisions of N.J.S.A. 52:32-44 and, in particular, certifies that it has either (check one):

x _____ Obtained a Business Registration Certificate from the State of New Jersey, Department of the Treasury, and has attached hereto a true copy of said Certificate; or

_____ Obtained a Certificate of Registration for Individuals Contracting with Public Agencies from the State of New Jersey, Department of Treasury, and had attached hereto a true copy of said Certificate.

3. No contract shall be entered into the Authority unless the contractor provides a copy of is business registration certificate prior to the time a contract is executed.

4. The requirement of proof of business registration extends down through to include all of the contractor's subcontractors required to have been disclosed to the Authority in the accompanying subcontractors certificate.

5. No contract with any such subcontractor shall be entered into by any contractor under any contract with the Authority unless the subcontractor first provides proof of valid business registration as indicated herein.
6. The Authority shall file all business registrations received by it with other procurement documents related to the contract.
7. A contract entered into by the Authority with the contractor, or the contractor with a subcontractor, shall include the following provisions:
 - (a) No contract shall be entered into the Authority unless the contractor provides a copy of its business registration certificate
 - (b) The authority shall not be responsible for the contractor's failure to comply with any of the requirements of P.L. 2004, c. 57 (amending Section 1 P.L. 2001, c. 134 (C52:32-44));
 - (c) The contractor shall maintain and submit to the Authority a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for the construction of a construction project under the contract.
 - (d) The contractor must notify subcontractors by written notice to comply with the following:
 - (i) A subcontractor who is listed on the Subcontractor Certificate Form, which form is part of this contract, shall provide a copy of its business registration to the contractor, who shall forward it to the Authority prior to the time a contract between the contractor and the Authority is executed.
 - (ii) No contract with a subcontractor described in (i) above shall be entered into by any contractor under this contract with the Authority unless subcontractor first provides proof of valid business registration
 - (iii) The Authority shall file all business registrations received by it with other procurement documents related to this contract.
 - (e) The contractor, or the contractor with a subcontractor and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State. For this purpose, an "affiliate" means any entity that: (a) directly, indirectly, or constructively controls another entity; (b) is directly, indirectly, or constructively controlled by another entity; or (c) is subject to the control of a common entity. An entity

controls another entity if it owns, directly, or individually, more than 50% of the ownership interest in that entity.

8. A business organization that fails to provide a copy of a business registration as required pursuant to N.J.S.A. 52:32-44 or N.J.S.A 5:12-92 or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with the Authority.

Attested or Witnessed by:



Dated: April 14, 2026

Bed Bug Squad LLC dba
MiteBuster

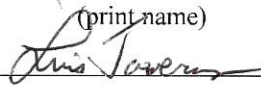
Name of Bidder

70 W. Passaic St., Ste 2,
Rochelle Park, NJ 07662

Address of Bidder

By: Luis Taveras

(print name)



Signature of Bidder

Managing Member

Title