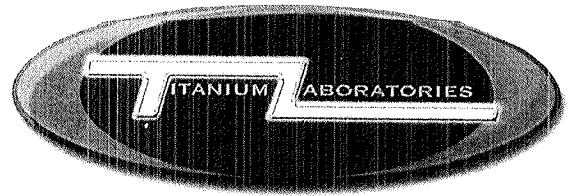


Titanium Laboratories, Inc.
249 Satterthwaite Avenue
Nutley, NJ 07110



February 6, 2023

Attn: Jean Handerhan, Paralegal
Manfredi & Pellichio
1062 Broadway
West Long Branch, New Jersey 07764

Dear Ms. Jean Handerhan,

The following is a bid proposal from Titanium Laboratories Inc. for provision of all labor, materials, equipment, tools and supervision to provide Pest Control Services at Ann J. Ferguson Towers (1601 Dill Avenue), Edward J. Murawski Towers (1551 Dill Avenue) and John T. Gregorio Towers (1425 Dill Avenue) with client Housing Authority of the City of Linden.

MONTHLY PEST CONTROL SERVICES: SET BASE RATE

- Titanium Laboratories, Inc. will perform all duties and services mentioned in RFP at 3 days a week, between the hours of 9 a.m.-5 p.m. at a rate of \$26.50 per unit. **** (Not including Bed Bugs. For Bed Bug prices please see Fee Proposal Sheet. Bed Bug prices do not include decluttering apartments or units that do not comply with Bed Bug protocol.)**** Units will be on a rotation basis. Common areas will be included with unit rotation once a month. All units will be treated once per month for all insects listed in the RFP (Not including Bed Bugs.)

➤ ADDITIONAL SERVICE [EXTERIOR BAIT STATIONS]:

New Outdoor Rodent Bait Stations can be installed around the exterior perimeter of Housing Authority of the City of Linden locations at an additional cost of \$35.00 per rodent bait station. The number of rodent bait stations is estimated at 12 per building. Please note, the additional rodent bait stations will be serviced monthly at a rate of \$195 per building.

MATERIALS, EQUIPMENT AND TOOLS:

- The following are materials, equipment and tools Titanium will utilize in its services for Housing Authority of the City of Linden Monthly Pest Control Service.

MATERIALS

GREEN PRODUCTS:

- EcoRaider: All General Insects

TRADITIONAL ODORLESS PRODUCTS:

- Temprid FX: Roaches, Water Bugs, Gnats
- Suspend SC: Roaches, Water Bugs, Gnats
- Maxforce Gel: Roaches & Water Bugs

- Maxforce Fine Granular Insect Bait: Ants, Roaches, General Insects
- Gourmet Ant Gel: Ants
- Rozol Tracking Powder: Rodents (rats and mice)
- Bell Contrac Meal Bait Pacs: Rodents (rats and mice)
- Glue Boards & Snap Traps: All General Insects & Mice
- Contrac BLOX: Rodents (rats and mice)

EQUIPMENT & TOOLS

- Bait Stations: For Contrac BLOX
- B&G Stainless Steel Insect Sprayer: For Green Products (i.e. EcoRaider) and Traditional Products (i.e. Temprid FX, Suspend SC, etc.)
- Bait Gel Applicator Syringe: Holds Roach & Ant Gels
- Gloves
- Safety Goggles
- Safety Mask (if applicable or needed)
- Flashlight
- Knee Pads
- B&G Bulb Duster
- Flair Infrared Thermal Imaging Camera

SCOPE OF WORK:

GENERAL CONDITIONS FOR THE SITE:

- Will provide regular monthly service, per the service schedule above, for the control of cockroaches, rats, ants, mice, non-wood destroying crawling insects and gnats. Bed Bugs will be treated at an additional fee.
- Will furnish an inspection report, at the completion of service, to document materials used, location of use, pest identified (if any) and any sanitation or structural deficiencies which may exist at the time of the service; service report to be signed by Housing Authority of the City of Linden representative.
- All bait stations will be cleaned.
- All bait stations will be dated with the current date of service.
- All bait stations will be checked for activity and noted on receipt/service report.
- All bait stations that are unanchored or displaced will be fixed.
- All information pertaining to each station will be reported on Service Ticket/Report (such as activity, damage and date of replacement, location)
- Snap traps and glue boards will be used in addition to bait stations where conditions warrant, only upon pre approval of the Housing Authority of the City of Linden
- SDS sheets for products used will be provided to owner for all products used.
- Service schedule above is the minimal expected if conditions are satisfactory.

- Additional visits at no cost to Housing Authority of the City of Linden will be performed if a condition intensifies during the life of the contract, within Titanium Laboratories regular business hours.
- Tech will check in and out with management office each visit.

➤ **Sanitation inspections and reporting:**

Titanium Laboratories will conduct full sanitation inspections as a service connected to monthly pest control services. These inspections are relevant to the control and prevention of pest issues, and a service Titanium Laboratories always partakes in along with our quality of work. All findings will be reported to management with proposed solutions as well.

King Regards,



Steve Spinelli

President

Titanium Laboratories, Inc.

PROPOSAL CHECKLIST

Completion and/or submission of the following items is mandatory:

<u>Item</u>	<u>Read, Initialed and Submitted</u>
Original and Three Copies of Entire Proposal	✓ SS.
Support for Qualifications	✓ SS.
Support for Evaluation Factors	✓ SS.
Acknowledgement of Addenda	✓ SS.
Fee Proposal Forms	✓ SS.
Certification of Non-Debarment	✓ SS.
Non-Collusion Affidavit	✓ SS.
Statement of Ownership	✓ SS.
Affirmative Action Compliance Notice	✓ SS.
HUD-5369-C	✓ SS.
Disclosure of Investment Activities in Iran	✓ SS.
New Jersey Business Registration Certificate	✓ SS.
New Jersey Commercial Pesticide Applicator License	✓ SS.
Certificate of Insurance	✓ SS.

The undersigned hereby acknowledges that they have completed and/or submitted the above-listed mandatory items. The undersigned also hereby acknowledges that the Housing Authority may, in its discretion, reject any proposal as non-responsive for the failure to include any of the above-listed mandatory items.

Name of Company: Titanium Laboratories, Inc.

Signature of Respondent's Agent: [Signature]

Name and Title of Respondent's Agent: Stefano Spavelli President

Date: 2/6/2023

Housing Authority of the City of Linden
Request for Proposals – Pest Control Services

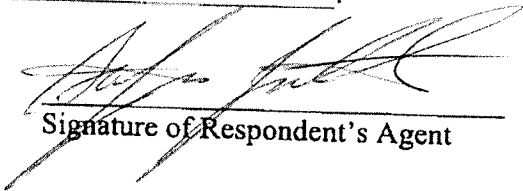
NON-COLLUSION AFFIDAVIT

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

I am President (title or position) of Titanium Laboratories, Inc. (name of firm)
the entity submitting this Proposal for Pest Control (type of services), and

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

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


Signature of Respondent's Agent

Subscribed and sworn to before me
This 7 day of February, 2023

Notary Public of New Jersey
My commission expires Jan 12 2025
Edwin F De La Rosa
Signature of Notary Public

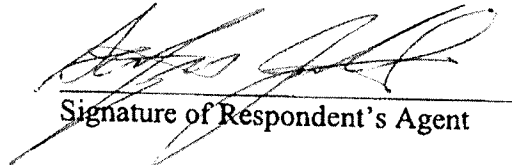
EDWIN F DE LA ROSA
NOTARY PUBLIC
STATE OF NEW JERSEY
ID# 50008232

MY COMMISSION EXPIRES JAN. 12, 2025

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

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

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


Signature of Respondent's Agent

Subscribed and sworn to before me
This 7 day of February, 2023

Notary Public of New Jersey
My commission expires Jan 12, 2025
Edwin F De La Rosa
Signature of Notary Public

EDWIN F DE LA ROSA
NOTARY PUBLIC
STATE OF NEW JERSEY
ID# 50008232
MY COMMISSION EXPIRES JAN. 12, 2025

STATEMENT OF OWNERSHIP

Name of Business: Titanium Laboratories, Inc.

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: Stephen Spicelli
Home Address: 249- Safford Avenue
W.B. 25. 07110
% of Ownership: 100%

Name: _____
Home Address: _____
% of Ownership: _____

Name: _____
Home Address: _____
% of Ownership: _____

Name: _____
Home Address: _____
% of Ownership: _____

[Signature]
Signature of Respondent's Agent

Subscribed and sworn to before me
This 7 day of February, 20 23

Notary Public of New Jersey
My commission expires Jan 12 2025

Edwin F De La Rosa
Signature of Notary Public

EDWIN F DE LA ROSA
NOTARY PUBLIC
STATE OF NEW JERSEY
ID# 50008232
MY COMMISSION EXPIRES JAN. 12, 2025

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

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: Titanium Laboratories Inc SIGNATURE: [Signature]
PRINT NAME: Steve Spinelli TITLE: President
DATE: 2/6/23

Housing Authority of the City of Linden Request for Proposals – Pest Control Services

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

Housing Authority of the City of Linden

Request for Proposals – Pest Control Services

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here.]

Housing Authority of the City of Linden
Request for Proposals – Pest Control Services

**Certifications and
Representations
of Offerors
Non-Construction Contract**

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- ☐ Black Americans ☐ Asian Pacific Americans
☐ Hispanic Americans ☐ Asian Indian Americans
☐ Native Americans ☐ Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

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

Housing Authority of the City of Linden
Request for Proposals – Pest Control Services

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

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HIA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HIA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HIA.
- (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 HIA, the HIA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

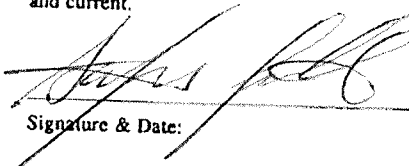
The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

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

7. Offeror's Signature

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

 1/6/2023
Signature & Date:

Typed or Printed Name:

Steve Spinelli

Title:

President

Housing Authority of the City of Linden
Request for Proposals – Pest Control Services



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP Housing Authority of City of Linden Pest Control
VENDOR NAME: Titanium Laboratories, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c. 25 and P.L. 2021, c. 4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 List is found on the Division's website at <https://www.state.nj.us/treasury/purchase/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c. 25 and P.L. 2021, c. 4) that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

*Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein. I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature Steve Spinelli
Print Name and Title President

Date 2/6/23

Housing Authority of the City of Linden
Request for Proposals – Pest Control Services

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

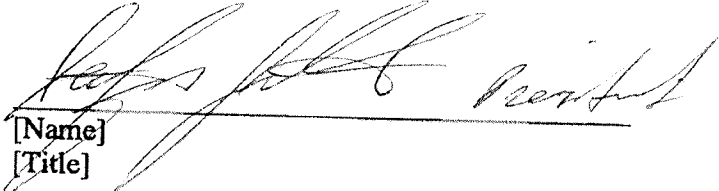
**HOUSING AUTHORITY OF THE
CITY OF LINDEN**

Dated: _____

Ann J. Ferguson, Executive Director

[CONTRACTOR NAME]

Dated: 2/7/23



[Name]
[Title]



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Licensing and Pesticide Operations
PO Box 420, Mail Code 401-04E
Trenton, NJ 08625-0420

You must notify the Bureau of Licensing
and Pesticide Operations within 30 days
of any changes to information contained
on this license. Please send any changes
to the address shown above.
For further information, please visit our
website at www.pcpnj.org

|||||
TITANIUM LABORATORIES INC
ATTN: STEFANO SPINELLI
249 SATTERTHWAITE AVE
NUTLEY NJ 07110-1823

Document #: 221763420



Hereby Certifies the Goodstanding of:

TITANIUM LABORATORIES INC
249 SATTERTHWAITE AVE
NUTLEY NJ 07110
STEFANO SPINELLI

as a licensed:
PESTICIDE APPLICATOR BUSINESS
Issued : 09/14/2022 License#: 98030A
Expires: 10/31/2023 Document#: 221763420

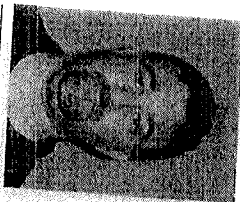
- Sign back of license where indicated.
Retain at place of business

COMMERCIAL PESTICIDE APPLICATOR



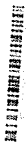
STEFANO SPINELLI

is duly certified by the New York State
Department of Environmental Conservation
ID: C0812392 Expires: 1/21/2025
Categories/Subcategories of Certification
7a, 7f, 8



A handwritten signature in dark ink, appearing to read "Stefano Spinelli".

THIS DOES NOT CONFER NYS EMPLOYEE STATUS



PEST CONTROL SERVICES CONTRACT

THIS AGREEMENT made on April 4, 2023 by and between the **HOUSING AUTHORITY OF THE CITY OF LINDEN**, a public housing authority with an office at 1601 Dill Avenue, Linden, New Jersey 07036 (hereinafter called the "HOUSING AUTHORITY") and **TITANIUM LABORATORIES, INC.**, located at 249 Satterthwaite Avenue, Nutley, New Jersey 07110 (hereinafter called the "CONTRACTOR").

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

WHEREAS, in accordance with the New Jersey Local Public Contracts Law and applicable regulations, the Housing Authority published a Request for Proposals for pest control services; and

WHEREAS, following a thorough analysis of all proposals received by the proposal deadline of February 9, 2023, the Housing Authority has determined that Contractor submitted the proposal most advantageous to the Housing Authority, price and other factors considered; and

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

WHEREAS, the Housing Authority and the Contractor shall comply with all statutes, rules, regulations, and orders of HUD, the State of New Jersey, and the City of Linden applicable to the pest control services, which are deemed incorporated herein by reference;

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

ARTICLE 1. DEFINITIONS

As used herein, the following terms shall have the meaning set forth as follows:

SECTION 1.01 "AGREEMENT DATE" shall mean the date on which this Agreement is effective, which shall be the date set forth above.

SECTION 1.02 "AGREEMENT DOCUMENTS" shall mean this Agreement, collectively with all associated addenda and attachments, the HUD General Conditions (Form HUD-5370-C Section II), the Housing Authority's Request for Proposals, and the Contractor's proposal dated February 9, 2023.

SECTION 1.03 "CHANGE ORDER" or "EXTRA SERVICES" or "ADDITIONAL SERVICES" shall mean any services for unforeseen circumstances that result in additions or deletions or modifications to the amount, type, or value of the Services as required in this Agreement, as directed and approved by the Housing Authority.

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

Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the Housing Authority in all dealings with the Contractor.

SECTION 1.05 "CONTRACTOR" shall mean Titanium Laboratories, Inc. and its permitted successors and assigns.

SECTION 1.06 "DELIVERABLES" shall mean all work product of any nature submitted by the Contractor to the Housing Authority for review and approval pursuant to the terms of this Agreement.

SECTION 1.07 "HOUSING AUTHORITY" or "OWNER" shall mean and refer to the Housing Authority of the City of Linden.

SECTION 1.08 "SERVICES" shall mean furnishing of all labor, materials, workmanship, tools, equipment, supplies, and transportation and the performing of all operations in strict compliance with the Request for Proposals.

SECTION 1.09 "SUBCONTRACTOR" shall mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials in connection with the Services, whether directly or indirectly, on behalf and/or under the direction of the Contractor.

ARTICLE 2. CONTRACTOR'S RESPONSIBILITIES

SECTION 2.01 SCOPE OF SERVICES. Throughout the term of this Agreement, the Contractor shall provide the Services set forth herein and in the Request for Proposals, as authorized by the Housing Authority. The Housing Authority, in its sole discretion, shall determine the extent of Services to be performed by the Contractor, if any.

SECTION 2.02 LEGAL COMPLIANCE. In the performance of this Agreement, the Contractor shall comply with all provisions of all applicable Federal, State and Local statutes, regulations, ordinances, and codes.

SECTION 2.03 COOPERATION AND COORDINATION. The Contractor shall, at all times, fully and promptly cooperate with the Housing Authority, and coordinate its work efforts to most effectively and efficiently maintain the progress in performing all aspects of the Services hereunder. The extent and character of the Services to be performed by the Contractor shall be subject to the general control and approval of the Housing Authority's Contracting Officer. The Contractor shall not comply with requests and/or orders issued by anyone else. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Housing Authority. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Housing Authority with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

SECTION 2.04 STANDARD OF PERFORMANCE. The Contractor shall provide and perform the Services described herein in a competent manner, in accordance with the terms and conditions of this Agreement and applicable prevailing industry standards.

SECTION 2.05 PERSONNEL. The Contractor represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein in a competent manner. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the

Services a sufficient number of competent and qualified individuals to meet the requirements to which reference is hereinafter made. The Contractor agrees to promptly adjust its personnel staffing levels and/or remove from the Services any of its personnel upon reasonable request from the Housing Authority. Removal of any of the Contractor's personnel from the Services shall not require the termination and or demotion of such personnel by the Contractor.

SECTION 2.06 SUBCONTRACTING. The Contractor shall be solely responsible for the performance of this Agreement. The use of a Subcontractor, except as approved in writing by the Housing Authority's Contracting Officer, shall be prohibited. Approval of a subcontractor shall be granted in the Housing Authority's sole discretion. Substitution of a subcontractor without the Housing Authority's written approval is prohibited.

SECTION 2.07 FURNISHMENT. The Contractor shall furnish all necessary labor, materials, tools, equipment, supplies, transportation, permits, and insurance necessary for the performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the Housing Authority.

SECTION 2.08 DOCUMENTATION. The Contractor shall provide the Housing Authority with the following documentation prior to the commencement of work:

- (a) State of New Jersey Business Registration Certificate;
- (b) Evidence of Insurance;
- (c) Any remaining documentation required at the time of the proposal.

SECTION 2.09 SITE VISITS. Advance notice of any and all site visits by the Contractor shall be given to the Housing Authority's Contracting Officer. Such notice shall include the date and expected time of the visit, as well as the name(s) of all employees of the Contractor who will attend. All employees of the Contractor shall be required to produce, on their first day at the site, a valid form of identification. A copy of the identification provided will be kept on record with the Housing Authority's Contracting Officer. Thereafter, the employees of the Contractor will only be required to sign in and out with the Housing Authority's Contracting Officer.

SECTION 2.10 SITE SAFETY. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall be responsible for all damages to persons or property that occur: (1) at the job site while it is under the Contractor's control; (2) at any other areas that are under the sole and exclusive control of the Contractor; and (3) as a result of the Contractor's fault or negligence.

SECTION 2.11 SITE MATERIALS AND WORK. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for a completed unit of work which may have been accepted under the contract.

SECTION 2.12 SMOKING AND VAPING ON SITE. The Contractor shall ensure that its personnel comply with the Housing Authority's rules regarding smoking and vaping while on site. The smoking, vaping, igniting, and lighting of all smoking paraphernalia, including but not limited to cigarettes, e-cigarettes, vapes, cigars, pipes, and tobacco rolls, is strictly prohibited within the Housing Authority's buildings and any place within twenty-five (25) feet of the buildings.

SECTION 2.13 COVID-19 RULES. The Contractor agrees to abide by all applicable Federal and State rules and regulations regarding the limitation of the spread of COVID-19. In addition, the

Contractor agrees to abide by the Housing Authority's COVID-19 rules as provided to the Contractor in conjunction with this Contract.

SECTION 2.14 CONFIDENTIALITY. All Services performed and provided under this Agreement, and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Housing Authority in connection with the Services performed under this Agreement, made or developed by the Contractor in the course of the performance of such Services, or the results of such Services, or for which the Housing Authority holds the proprietary rights, constitutes confidential information ("Confidential Information") and may not, without the prior written consent of the Housing Authority, be used by the Contractor or its employees, for any purpose other than for the benefit of the Housing Authority, unless required by law. The Contractor shall advise each of its employees and Subcontractors who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Housing Authority in writing if it learns of an unauthorized use or disclosure of the Confidential Information by any of its employees or Subcontractors.

ARTICLE 3. AGREEMENT TERM

SECTION 3.01 TERM. This Agreement shall be effective on the Agreement Date and shall terminate, if not otherwise terminated pursuant to the termination provisions set forth hereinbelow, after a term of five (5) years.

SECTION 3.02 TIME IS OF THE ESSENCE. It is hereby understood and mutually agreed between the Housing Authority and the Contractor that time is of the essence for the completion of any and all contract work.

SECTION 3.03 RESPONSIBILITY FOR DELAYS. Information required by the Contractor shall be provided by the Housing Authority in a timely fashion. The Housing Authority shall use its best efforts to ensure that staff is available to meet in person with the Contractor or exchange information by telephone or letter. The Contractor is not responsible for delays in performance caused by (i) the Housing Authority's failure to act in a timely fashion or (ii) the failure to act of any agency or instrumentality of federal, state or local government, or any other non-governmental third parties that may be involved in completing, accepting, reviewing, or commenting on the Services.

SECTION 3.04 FUTURE CONTRACTS. The Housing Authority reserves the right to consider any unjustified delays in any aspect of the Services hereunder as bearing on the Contractor's responsibility to perform future contracts for the Housing Authority.

SECTION 3.05 DEDUCTIONS. Any sums for which the Contractor is liable pursuant to the provisions hereof, may be deducted by the Housing Authority from any monies due or to become due to the Contractor under the Contract.

ARTICLE 4. COMPENSATION

SECTION 4.01 AGREEMENT AMOUNT. The Contractor's compensation for the Services provided according to the terms of this Agreement shall be in accordance with the proposed fees specified in the Contractor's proposal. The Housing Authority is under no obligation to authorize Services and thus under no obligation to pay any amounts under this Contract.

SECTION 4.02 DETAILED INVOICES REQUIRED. The Contractor shall submit detailed monthly invoices to the Housing Authority which identify all services performed and contain a full cost breakdown for all such services. The invoices shall be reviewed for payment approval by the Housing Authority's Contracting Officer. Failure to submit the required information may result in a delay of payment approval.

SECTION 4.03 LIEN WAIVERS. The Contractor shall supply lien waivers executed by its employees and Subcontractors evidencing that they have been paid in full for all the work performed prior to the Housing Authority releasing any payment to the Contractor.

SECTION 4.04 PREVAILING WAGES. The Contractor shall submit a weekly certification of wages paid pursuant to the HUD prevailing wage determination, annexed hereto as Exhibit 1. A copy of a blank payroll certification is annexed hereto as Exhibit 2. The Contractor shall allow the Housing Authority to personally observe the payment of wages to the Contractor's respective employees and/or subcontractors. Further, the Contractor shall provide to the Housing Authority a copy of any and all checks made payable by the Contractor to all employees and/or subcontractors for the payment of wages.

SECTION 4.05 SUBMISSION OF INVOICES. Invoices and associated documentation of expenses shall be submitted by the Contractor to the Housing Authority at the address herein provided in Article 10.

SECTION 4.06 PAYMENT OF INVOICES. Invoices will be paid by the Housing Authority within thirty (30) days of acceptance by the Contracting Officer unless any items therein are questioned, in which event the disputed amount may be withheld pending verification of the amount claimed and the validity of the claim. Both the Housing Authority and the Contractor shall provide reasonable cooperation during any such investigation. The undisputed amount shall be paid in accordance with the payment terms herein.

ARTICLE 5. CHANGE ORDERS

SECTION 5.01 PRIOR APPROVAL REQUIRED. The Contractor shall not perform any work which would constitute or necessitate a Change Order unless it has received the prior written approval of the Housing Authority's Contracting Officer.

SECTION 5.02 APPROVAL PROCEDURES. Consideration for the approval of a Change Order shall only be given by the Housing Authority if: 1) it is for a circumstance or issue which was unforeseen at the time the proposal was submitted; 2) it is promptly reported by the Contractor to the Housing Authority; and 3) it is recommended in writing by the Contractor as necessary for the proper completion of the Services.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

SECTION 6.01 MINIMUM INSURANCE REQUIREMENTS. The Contractor shall obtain and maintain throughout the term of its Agreement with the Housing Authority the following insurance coverages:

- (a) Worker's Compensation Insurance: all aspects of coverage (including but not limited to scope and amount of coverage) must be in accordance with New Jersey Worker's Compensation laws.

- (b) Automobile Liability Insurance: must cover all vehicles used in connection with the Agreement in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- (c) Comprehensive General Liability Insurance: must be in an amount not less than \$1,000,000.00 per occurrence or \$2,000,000.00 aggregate. The property and casualty section must specifically identify the Housing Authority's property as being covered by the Policy.

SECTION 6.02 EVIDENCE OF INSURANCE. The Contractor shall provide the Housing Authority with evidence of adequate insurance within five (5) days of the Agreement Date. This evidence shall be in the form of Certificate(s) of Insurance naming the Housing Authority as an additional insured.

SECTION 6.03 CHANGES IN COVERAGE. The Housing Authority shall be notified at least thirty (30) days prior to any cancellation of or changes to the insurance coverages maintained by the Contractor.

SECTION 6.04 INDEMNIFICATION. The Contractor shall indemnify and hold harmless the Housing Authority and its Board, Commissioners, officers, directors, employees, and agents from and against any and all claims, suits, actions, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Contractor's performance under this Agreement.

ARTICLE 7. TERMINATION FOR CONVENIENCE

SECTION 7.01 NOTICE OF TERMINATION. The Housing Authority may terminate this Contract, in whole or in part, at the Housing Authority's convenience (hereinafter referred to as a "Termination for Convenience"), by delivering to the Contractor written notice ten (10) business days prior to any effective termination date ("Notice of Termination"). The Notice of Termination shall specify: 1) that the termination is for the convenience of the Housing Authority; 2) the extent of the termination; and 3) the effective date of the termination. In the event of a termination for convenience hereunder, the Housing Authority shall pay the Contractor for its services rendered and costs incurred through to the date of termination.

SECTION 7.02 EXTENT OF TERMINATION. Immediately after receipt of a Notice of Termination and except as directed by the Housing Authority, the Contractor shall, regardless of any delay in determining or adjusting amounts due under this clause:

- (a) Stop work as specified in the Notice of Termination;
- (b) Continue the provision of the Services not terminated;
- (c) Take any action directed by the Housing Authority or necessary for the protection or preservation of the property related to this Agreement that is in the possession of the Contractor and in which the Housing Authority has or may acquire an interest;
- (d) Terminate all subcontracts to the extent they relate to the Services that are the subject of the Notice of Termination; and
- (e) As directed by the Housing Authority, transfer title and deliver to the Housing Authority (i) the work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings,

information, and other property that, if the Agreement had been completed, would be required to be furnished to the Housing Authority.

ARTICLE 8. TERMINATION BY DEFAULT

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

SECTION 8.01 EVENTS OF DEFAULT. The Contractor's failure to perform any of its obligations under this Agreement, including but not limited to the failure to perform any of the following, shall constitute an event of default:

- 1) Failure to satisfactorily perform any or all of the Scope of Services;
- 2) Failure to complete all Services within the time specified in the Notice to Proceed and any extension(s) thereafter granted by the Housing Authority's Contracting Officer;
- 3) Discontinuance of the Services by the Contractor without authorization or justification;
- 4) Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning compliance with applicable legal requirements, insurance and nondiscrimination;
- 5) Suspension from participation in any government programs, which suspension is, for the purposes hereof, defined to include but not be limited to any sanctions imposed by any agency or instrumentality of the United States of America or the State of New Jersey; and
- 6) Any change in ownership or control of Contractor without the prior written consent of the Housing Authority, which shall be granted in the Housing Authority's sole discretion.

SECTION 8.02 NO WAIVER. If the Housing Authority considers it to be in its best interests, it may elect not to declare a default or to terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the Housing Authority and that if the Housing Authority elects not to terminate this Agreement as aforesaid, such election shall not constitute a waiver by the Housing Authority of its right to pursue any or all available legal remedies, nor shall Contractor be relieved of any of its responsibilities, duties or obligations under this Agreement.

SECTION 8.03 EXTENT OF DAMAGES. In the event of default by the Contractor, the Housing Authority's damages will include but not be limited to the cost of completion, out-of-pocket expenses including but not limited to attorney's fees and professional fees, breach of contract damages, and consequential damages.

SECTION 8.04 NON-EXCLUSIVE REMEDIES. The remedies specified above are not, nor are they intended to be, the exclusive remedies available to the Housing Authority, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law or in equity. No delay or failure to exercise any right or power accruing upon any

event of default shall impair any such right or power, nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE 9. CONTRACT RECORDS

SECTION 9.01 ACCESS TO RECORDS. The Contractor agrees to make available to the Housing Authority, upon demand, all documents and records relating to the performance of this Agreement in the Contractor's possession, custody, or control for inspection and copying.

SECTION 9.02 OWNERSHIP OF RECORDS. All customized written materials, including without limitation, reports, manuals, pamphlets, forms, and articles prepared under this Contract, shall be the property of the Housing Authority and shall appropriately designate the Housing Authority as the owner. No customized material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country.

SECTION 9.03 USE AND PUBLICATION OF RECORDS. The Housing Authority shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any customized written materials prepared under this Agreement and/or any data contained therein.

ARTICLE 10. NOTICE REQUIREMENTS

SECTION 10.01 WRITTEN NOTICE REQUIREMENTS. All notices required or permitted under this Agreement shall be in writing and shall be deemed given when sent by registered or certified Mail, with return receipt requested, or by overnight courier service, or hand delivery; in any case addressed as follows:

Housing Authority: Housing Authority of the City of Linden
1601 Dill Avenue
Linden, New Jersey 07036
Attention: Ann J. Ferguson, Executive Director

Manfredi & Pellechio (General Counsel)
P.O. Box 459
Colts Neck, New Jersey 07722
Attention: Joseph A. Manfredi, Esq.

Contractor: Titanium Laboratories, Inc.
249 Satterthwaite Avenue
Nutley, New Jersey 07110
Attention: Stefano Spinelli, President

SECTION 10.02 UPDATE PROCEDURE. Any party may at any time designate a different address and/or contact person by giving written notice as provided above to the other parties.

ARTICLE 11. CONTRACTOR'S REPRESENTATIONS AND CERTIFICATIONS

SECTION 11.01 WARRANTY. The Contractor warrants to the Corporation that materials and equipment furnished under the Agreement will be of good quality and new unless the Agreement

Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Agreement Documents and will be free from defects, except for those inherent in the quality of the Work the Agreement Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Housing Authority, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

SECTION 11.02 DEBARMENT. The Contractor certifies that it is not currently suspended, debarred, declared ineligible, or voluntarily excluded by the Federal government or any Federal agency (e.g. U.S. Department of Housing and Urban Development), the State of New Jersey, or any State agency (e.g. N.J. Department of Community Affairs).

SECTION 11.03 CONFLICT OF INTEREST. The Contractor represents that it does not presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Agreement.

SECTION 11.04 NONDISCRIMINATION. During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of any legally protected characteristic (e.g. race, religion, color, sex, sexual orientation, handicap, marital status, age, national origin or status as a veteran of the United States military), and to take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such affirmative action shall be taken with reference to, but not limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

SECTION 11.05 LOBBYING. The Contractor certifies, to the best of its knowledge and belief, that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with awarding of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, the Contractor will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

ARTICLE 12. RELATIONSHIP BETWEEN PARTIES

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

SECTION 12.02 NO AUTHORITY TO BIND. The Contractor does not have the power or authority to bind the Housing Authority in any promise, agreement or representation other than as specifically provided for in this Agreement.

SECTION 12.03 NO AFFILIATION. This Agreement shall not be construed as creating, expressly or impliedly, a partnership, affiliation or a joint venture between the Housing Authority and the Contractor.

ARTICLE 13. CONSTRUCTION AND INTERPRETATION OF CONTRACT

SECTION 13.01 PREVAILING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to Choice of Law principles.

SECTION 13.02 VENUE. Any and all disputes arising out of or related to this Agreement must be brought in the Superior Court of New Jersey, Union County.

SECTION 13.03 SEVERABILITY. If this Agreement contains any provision found to be unlawful by a court of competent jurisdiction, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

SECTION 13.04 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

SECTION 13.05 INCORPORATION. Each of the Agreement Documents are incorporated herein by reference and shall be deemed to have the same force and effect as if set forth in full herein. In accordance with 2 C.F.R. 200.327, Appendix II to 2 C.F.R. Part 200 is incorporated herein by reference and shall be deemed to have the same force and effect as if set forth in full herein.

SECTION 13.06 ORDER OF PRECEDENCE. In the event of any conflict in the interpretation of any clause in the Agreement Documents, the interpretation of such clause shall be construed giving precedence to the same in the following order: 1) this Agreement; 2) the HUD General Conditions (Form HUD-5370-C Section II); 3) the Housing Authority's Request for Proposals; and 4) the Contractor's proposal.

SECTION 13.07 INTEGRATION. This Agreement shall constitute the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

SECTION 13.08 NO MODIFICATION. This Agreement may not be modified except in writing executed by each of the parties hereto.

SECTION 13.09 EFFECT OF HEADINGS AND TITLES. The headings and titles used in this Agreement are solely for convenience of reference and shall not affect its interpretation or construction.

SECTION 13.10 NO INTERPRETATION AGAINST DRAFTSMAN. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

ARTICLE 14. MISCELLANEOUS PROVISIONS.

SECTION 14.01 NO ASSIGNMENT. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same of any part thereof without the prior written consent of the Housing Authority. Any purported assignment without the prior written consent of the Housing Authority shall be void and unenforceable.

SECTION 14.02 NO THIRD PARTY RIGHTS. Nothing herein shall be deemed to confer any rights or remedies on any third parties, intended or otherwise.

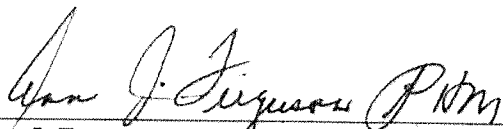
SECTION 14.03 POLITICAL ACTIVITY PROHIBITED. None of the Services to be provided by the Contractor shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

SECTION 14.04 FORCE MAJEURE. Neither party shall be considered to be in default in the performance of its obligations under this Contract, to the extent that the performance of any such obligation is prevented or delayed by a cause which is beyond the reasonable control of the affected party, which shall include acts of God, pandemic delays, riots, or civil unrest, acts or omissions of other governmental authorities.

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

**HOUSING AUTHORITY OF THE
CITY OF LINDEN**

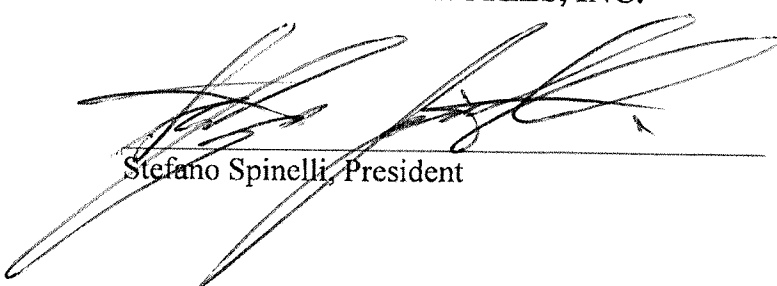
Dated: 04-12-2023



Ann J. Ferguson, Executive Director

TITANIUM LABORATORIES, INC.

Dated: 4/13/23



Stefano Spinelli, President

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 11/30/2023)

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

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

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

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

1. Minimum Wages

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

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A
- (i) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (ii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
 - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
 - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
 - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- 5. Disputes concerning labor standards**
- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
 - (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370-C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- 6. Contract Work Hours and Safety Standards Act**
- The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.
- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

Housing Authority of the City of Linden
Request for Proposals – Pest Control Services

FEE PROPOSAL FORM
(Ferguson Towers)

In submitting this Proposal, the undersigned agrees and certifies:

- That the proposal was made in good faith following a complete examination of the Request for Proposals and the existing site conditions.
- That the proposal includes the cost of all materials, equipment, staging, protections, disposal, labor, licenses and insurance required for the successful completion of the services, and that there shall be no additional cost to the Housing Authority arising from any of the foregoing items.
- That, if awarded a contract, the below fees shall apply to the entire duration of the contract (up to five (5) years). No increases shall be permitted while the contract is in effect.
- That, if awarded a contract, all work will be performed in accordance with the Request for Proposals and the Contract.
- That, if awarded a contract, all authorized services will be completed in a timely manner.

66258 Annual fee for monthly inspections and preventative treatments

800. Flat fee per treatment of one (1) dwelling unit – bed bugs
3 visits number of treatments typically required for full extermination

included Flat fee per treatment of one (1) common area – bed bugs
3 visits number of treatments typically required for full extermination

26.50 Flat fee per treatment of one (1) dwelling unit – roaches
1 km number of treatments typically required for full extermination

included Flat fee per treatment of one (1) common area – roaches
1 km number of treatments typically required for full extermination

included Flat fee per treatment of one (1) dwelling unit – rodents
1 km number of treatments typically required for full extermination

included Flat fee per treatment of one (1) common area – rodents
1 km number of treatments typically required for full extermination

included Flat fee per treatment of one (1) dwelling unit – other insects / arachnids

Housing Authority of the City of Linden
Request for Proposals – Pest Control Services

18m number of treatments typically required for full extermination

included Flat fee per treatment of one (1) common area – other insects / arachnids

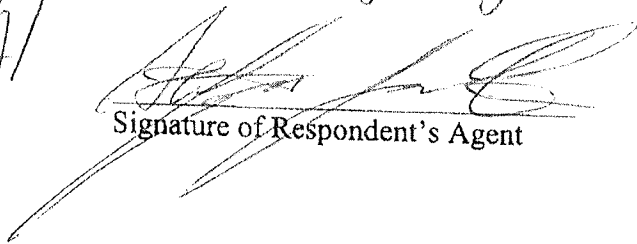
18m number of treatments typically required for full extermination

10% Discount for simultaneous infestations (same pest category), if any

5% Other discount(s), if any

(Paid by check only)

(on Bed Bugs only)


Signature of Respondent's Agent



Client Care <clientcare@titaniumlaboratories.com>

Response to Linden Housing Notice of Award

Client Care <clientcare@titaniumlaboratories.com>

Fri, Apr 28, 2023 at 12:09 PM

To: MONGIL@aol.com

Cc: dhoward@manfredilaw.com, Mary Spinelli <mary.r.spinelli@gmail.com>, Steve Spinelli <steve@titaniumlaboratories.com>, Client Care <clientcare@titaniumlaboratories.com>

Good afternoon Ms. Ferguson,

Please see the attached letter on behalf of Titanium Laboratories, Inc.

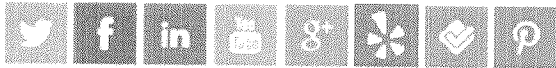
Client Care Team

Titanium Laboratories, Inc.

Phone/Fax: 1-877-7 TITANIUM (1-877-784-8264)

Email: clientcare@titaniumlaboratories.com

Website: <http://titaniumlaboratories.com/>



Linden Housing Notice of Award Response.docx.pdf

256K



Client Care <clientcare@titaniumlaboratories.com>

Linden Housing Notice of Award Response

1 message

Client Care <clientcare@titaniumlaboratories.com>

Mon, Nov 27, 2023 at 9:42 AM

To: jvolpe@lindenha.org

Cc: Steve Spinelli <steve@titaniumlaboratories.com>

Bcc: Client Care <clientcare@titaniumlaboratories.com>

Good morning,

Here is the response to the notice of award we received in April 2023 for your review.

If you have any questions, please let us know.

Christina Q

Client Care Team

Titanium Laboratories, Inc.

Phone/Fax: 1-877-7 TITANIUM (1-877-784-8264)

Email: clientcare@titaniumlaboratories.com

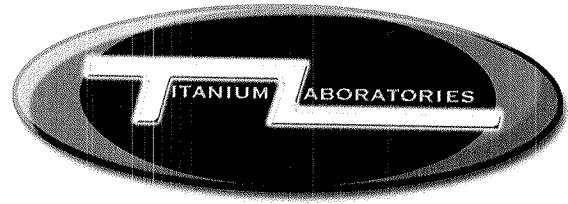
Website: <http://titaniumlaboratories.com/>

**Linden Housing Notice of Award Response.docx (2).pdf**

256K

(EMAIL ATTACHMENT)

Titanium Laboratories, Inc.
249 Satterthwaite Avenue
Nutley, NJ 07110



April 28, 2023

Attn: Anne Ferguson
Housing Authority of the City of Linden
1601 Dill Avenue
Linden, NJ 07036

Dear Ms Ferguson,

We are pleased to have received your letter stating that we have been awarded the contract for pest control at Ferguson Towers. We look forward to working with you.

Due to the changes in the services requested as detailed in the Notice of Award, we need to make the following adjustments to our proposal.

For interior extermination of roaches and rodents, there will be a minimum cost of \$275 per visit with up to 5 units included. Any additional units would be an additional \$26.50 per unit. This pricing would include common areas.

Bedbug active units will stay at \$800 each for up to 3 visits minimum. As per industry standards, we would need to treat adjacent or "barrier" units to contain the spread of bed bugs. Each barrier unit will be \$225 each for up to 3 visits minimum.

Note: Prices do not include any clean out of personal items such as hoarders, or over infested units. Prices for these situations will be determined at time of inspection.

Note: Pricing does not include : wood boring insects and/or bees.

As per the COVID -19 clause: If any added cost arises due to the change of COVID 19 policy, we will need to agree on any added costs.

Outside Rodent Program: If needed, bait station tamper proof stations costs are to be determined and outside maintenance service price is to be determined.

Also we will require the following addition to the agreement:

NOTICE OF TERMINATION: Titanium Laboratories, Inc terminate this Contract, in whole or in part, at Titanium Laboratories, Inc's convenience (hereinafter referred to as a "Termination for Convenience"), by delivering to the Housing Authority written notice ten (10) business days prior to any effective termination date ("Notice of Termination"). The Notice of Termination shall specify: 1) that the termination is for the convenience of Titanium Laboratories, Inc; 2) the extent of the termination; and 3) the effective date of the termination.

Kind Regards,

Stefano Spinelli
President/CEO
Titanium Laboratories, Inc.