CINCINNATI METROPOLITAN HOUSING AUTHORITY

SOLICITATION NUMBER 2019-8019

REQUEST FOR QUOTATIONS FOR SMALL PURCHASE

FOR

Standpipe Testing Services

DATE ISSUED	**March 13, 2019**
LAST DATE FOR QUESTIONS	Questions shall be submitted in writing no later than **4:00 PM** local time on **March 18, 2019** to procurement@cintimha.com.
PROPOSAL SUBMITTAL RETURN & DEADLINE	**March 21, 2019 no later than 11:00 AM** local time to Cincinnati Metropolitan Housing Authority Attn: Procurement 1627 Western Avenue Cincinnati, Ohio 45214 Or by email to procurement@cintimha.com

CMHA Reserves the right to modify this schedule at its discretion. Notification of changes will be made available to all interested parties via an email and/or by posting on CMHA's website.

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS REQUEST AT THE DESIGNATED OFFICE OF CINCINNATI METROPOLITAN HOUSING AUTHORITY ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR. THE AUTHORITY WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE DELIVERY MANNER CHOSEN BY THE RESPONDENT OR CAUSED BY ANY OTHER OCCURRENCE.

QSP 2019-8019; Standpipe Testing Services

Table of Attachments		
Attachment	**Description**	**What to do with it**
A	**Scope of Work**	**Retain for your records**
B	**Fee Submission Form**	**Complete and return**
C	**General Terms and Conditions**	**Retain for your records**
D	**Section 3 Forms**	**Complete and return**
E	**Professional References**	**Complete and return**
F	**Contract Acceptance and Award**	***Complete and return***

1.0 REQUEST FOR QUOTATIONS FOR SMALL PURCHASE

Cincinnati Metropolitan Housing Authority (CMHA) hereby solicits and requests quotes from qualified contractors to provide Standpipe Testing Services. This request for quotation is not an offer to buy and should not be assumed as such. The award will be made to the most responsive, responsible contractor(s) who submits the most technically acceptable proposal and meets the overall criteria.

CMHA is a metropolitan housing authority organized and existing under Ohio Revised Code §3735.27, et seq., and is governed by the U.S. Housing Act of 1937, as amended, and subject to regulations under Title 2 and Title 24 of the Code of Federal Regulations.

CMHA reserves the right to award the contract to multiple Offerors.

It shall be clearly understood that all services requested in this QSP are on an "as needed basis" and that the values referred to in response to this QSP in no way constitute a guarantee of the level of effort that may be requested of the successful Offeror(s), or guarantee a certain value.

2.0 ECONOMIC INCLUSION

This request for quote is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Preferences may be given in accordance with 24 CFR 135 and the CMHA procurement policy.

Contractor shall utilize Section 3 residents as defined in the attached Section 3 forms to perform the requirements under this QSP to the greatest extent feasible and shall document such efforts quarterly. There is a 30% goal for hiring Section 3 residents on any contract(s) resulting from this QSP. Contractors will be evaluated on its performance at achieving this goal and such evaluation shall be a factor in future awards.

Any Section 3, MBE, SBE, or WBE qualified vendor should state specifically such status.

Quotes from small business enterprises and minority business enterprises are encouraged.

For any questions related to economic inclusion, please email section3@cintimha.com.

3.0 ADDENDUM

All questions regarding the QSP and requirements must be submitted in writing to procurement@cintimha.com prior to the date on the cover page. Questions will be answered in an addendum that will be emailed to all companies on our proposers' list and/or posted to our website.

4.0 QUOTE FORMAT

All quotations should consist of, at a minimum:

A. A completed Fee Submission Form (Attachment B)
B. A list of references (Attachment E)
C. A summary of the company's relevant experience, the company's project management ability, and quality plan as described below (Section 5.0 Award Criteria)
D. Section 3 Business Preference Documentation (Attachment D)
E. Copies of licenses applicable to the scope of work of this QSP (if any)

5.0 AWARD CRITERIA

Award shall be made to the responsive and responsible contractor(s) that submits the best value to the Authority using price and other factors listed below as determined by a committee of Authority employees. Factors which will be considered include: fees, relevant experience, project management ability, and technical capabilities.

The following evaluation criteria will be utilized to evaluate each proposal:

5 = Excellent
4 = Above Average
3 = Average
2 = Below Average
1 = Poor
0 = Non-Responsive

NO	POINTS	WEIGHTED AVERAGE	FACTOR DESCRIPTION
1	**0-5**	**30%**	The **PROPOSED COSTS** to provide the services requested
2	**0-5**	**20%**	**Relevant Experience:** Firm's experience in the operation of projects of this or greater scope. The evaluation of this

			criterion will be based upon Attachment E – Professional References and the company's one-page description of the company's related experience. References should be applicable to the type of work requested in this solicitation.
3	**0-5**	**20%**	**Project Management Ability:** Project Manager and staff's expertise, include resumes of project manager and key staff who will be assigned work under this contract.
4	**0-5**	**15%**	**Quality Plan:** Plan or procedure to monitor employees and subcontractor performance during the contract period. Method of scheduling service and procedures for maintaining level of service to include quality control and oversight.
		85%	**Sub-Total Points (other than Economic Inclusion points)**

NO.	POINTS	FACTOR TYPE	FACTOR DESCRIPTION
5			**Economic Inclusion Participation:** A firm may qualify for Section 3 status as detailed within **Attachment D** and may also qualify as a DBE/MBE/WBE and SBE as certified by the City of Cincinnati, the State of Ohio MBE/WBE registration board and/or any other governmental certification entity.
5a	5 points	Section 3	Category I & II; or
5b	3 points		Category III & IV.
5c	10 points		Demonstrative Section 3 Action Plan
	15 points possible		**Maximum Economic Inclusion Points (Additional)**

	100 points	**Total Possible Points (Including Economic Inclusion Points)**

6.0 CONTRACT

The Authority will not execute a contract on the successful proposer's form of contract. See *Attachment C* for *Small Purchase General Terms and Conditions* and *Attachment F* for *Contract Acceptance and Award*. By submitting a response the successful proposer agrees to the terms in this QSP and the attachments.

All contract documents, including any contractor supplied agreements shall be reviewed by the Procurement Officer and Contracting Officer prior to execution. Please note that contracts are limited to $50,000.00 over the term of the contract. The term shall not exceed three years.

7.0 RIGHT TO REJECT QUOTES

CMHA reserves the right to reject any or all quotes, to waive technicalities, and to accept any quote deemed to be in its best interest. CMHA also reserves the right to seek additional or new quotes and to waive informalities and minor inequities in quotes received.

8.0 PUBLIC RECORD

All bids/proposals submitted to CMHA are subject to the Ohio Public Records Law (O.R.C. 149.43 and the Sunshine Act (5 USC 522(b) and may be subject to disclosure to the public. Information in proposals that would be deemed a trade secret or otherwise not subject to disclosure under public records laws shall be clearly indicated as such by the contractor, including citations from the Ohio Public Records Law or the Sunshine Act for the exemptions. Also, the contractor shall submit one hard copy and one electronic copy of its proposal and other submissions, which has been redacted of all trade secrets and other information not subject to disclosure pursuant to a public records request. Failure to do so may subject the entire contents to disclosure under public records laws.

QSP 2019-8019;
Standpipe Testing Services

ATTACHMENT A: SCOPE OF WORK

1.0 SCOPE OF WORK (SOW); TECHNICAL SPECIFICATIONS (T/S):

The Cincinnati Metropolitan Housing Authority (CMHA) is seeking proposals from one or more qualified, licensed and insured firms to provide yearly testing and inspection of all its standpipes, pumps and flow devices throughout the Agency.

1.1 Technical Requirements: The selected vendor(s) shall:

- Pump test per NFPA (National Fire Protection Association) with complete operation, documentation and tags annually
- Wet system test inspection per NFPA 25 with complete visual walk-through, documentation and tags annually
- Standpipe test per NFPA 25, complete valve flow and operation, documentation and tags annually
- Dry system inspection with complete trip and drain, second drain within 4 weeks. Complete visual walk-through, documentation and tags annually
- All documentation in triplicate
- FDC (Fire Department Connection) caps and beauty ring replacement included/ as needed during inspection

1.2 General Requirements:

1.2.1 Contractor shall perform criminal history checks and drug screening tests on all prospective employees performing work under this QSP or coming onto a CMHA property and any resulting contract and provide summaries of the results to the Authority if requested. For the purposes of this section, the term "employees" includes contractor. Prospective employees whose criminal background check discloses a misdemeanor or felony involving crimes of moral turpitude, sexual offenses or harm to persons or property shall not be employed to perform work under this QSP or any resulting contract. Contractor is required to perform drug screening of all employees and to ensure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the contractor. Any employee of the Contractor suspected of being under the influence of drugs and or alcohol will be reported to the Authority's Compliance and Safety Operations Department and/or other local law enforcement. If the employee is determined to be under the influence of drugs or alcohol in any form or manner, or believed by proper authority to be dealing in illicit sale of alcohol or drugs they will be removed and shall not be allowed to return to any job site on the Authority's property. The Contractor's contract may be suspended and/or terminated should such a situation occur or if the Contractor fails to submit results pursuant to this section.

1.2.1.1 Local union drug testing cards are acceptable as long as the strictest of the requirements of this QSP and local union requirements are met. However, the Contractor remains responsible for monitoring that drug testing is being completed and ensuring acceptable results.

1.2.2 Contractor assumes full risk and responsibility for any loss, destruction or damages resulting from this contract occurring to CMHA property and to any of the Vendor's property.

1.2.3 The contractor must be willing to service the properties during normal business hours which are 8:00 AM – 4:30 PM Monday through Friday.

1.2.4 Contractor(s) shall comply with standpipe testing services in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, codes and manufacturer's instructions, and shall obtain any licenses or permits required under this QSP to do the specified work (if any).

1.2.5 Contractor(s) shall only utilize licensed, trained and experienced employees to perform the work required on CMHA properties. Contractor and its employees are required to have the relevant licenses (if any) required by both the State of Ohio and for the City of Cincinnati.

1.2.6 Contractor(s) shall commence and end all services on the same workday unless approved by CMHA in advance. Contractor(s) shall make all effort to reduce to a minimum any inconvenience to the employees, residents, and other visitors to the CMHA campus.

1.2.7 Contractor(s) shall practice acceptable safety precautions so as not to cause harm to any persons or property while performing services under this QSP or any resulting contract. Contractor(s) shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer's specifications in the performance of all duties.

1.2.8 Contractor(s) shall pay all of its employees, including any and all approved Sub-Contractors, at least the legal minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development and Department of Labor Prevailing Wage. Wage Determinations can be accessed via the Department of Labor website, www.wdol.gov.

1.2.9 Contractor(s) must provide, at Contractor's own expense, all equipment, labor, materials, supplies, tools, etc., necessary to perform all of the required services, under this QSP and any resulting contract.

1.2.10 Contractor(s) shall provide uniforms identifying Contractor for all employees working on CMHA's properties. No employees will be allowed

on CMHA's properties out of uniform. Contractor(s) must submit a picture of the uniform if requested by CMHA.

1.2.11 Contractor's personnel shall be neat and conduct all work in a professional and efficient manner. If any employee of Contractor is deemed unacceptable by CMHA, Contractor shall immediately replace such personnel with an acceptable substitute to CMHA.

1.2.12 Contractor(s) shall arrive at the location ready to commence work. Contractor arrival to the location for emergency calls shall be within one (1) hour after notification by CMHA, which may include nights, weekends, and holidays. Contractor(s) shall call or check-in with the CMHA representative who assigned the work within thirty (30) minutes of initial call or notification of need for service and provide estimated time to be on property.

1.2.13 Upon completion of the work, Contractor(s) shall clean up the area where the work was performed and Contractor(s) shall remove any debris generated by the repairs from CMHA premises. At no time, will Contractor(s) discard debris into any CMHA refuse container.

1.2.14 Contractor(s) shall clearly mark all work areas that might reasonably be expected to endanger the health and safety of staff, residents, visitors, or any other persons. Contractor(s) will provide such signs, markers and barricades as required to identify all work areas and minimize inherent dangers.

1.2.15 Contractor(s) shall inform CMHA Procurement within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email addresses.

1.2.16 Contractor(s) shall only invoice CMHA for the time spent on the property. CMHA shall not pay for time spent in route or traveling to acquire parts/supplies.

1.2.16.1 Where union agreements require that technicians be paid from when they leave home for emergency work, CMHA will pay for travel time not to exceed thirty minutes. It is the responsibility of the technician and/or contractor to correctly track and document the time in an accurate invoice to CMHA.

1.2.17 Invoices shall show arrival and departure times to and from the property of all Contactors and employees responding for service.

1.2.18 CMHA shall not be responsible for trip charges and/or service charges. CMHA shall not pay for trip charges or hourly charges if Contractor uses a faulty replacement part and needs to leave the property to get the correct part and come back.

1.2.19 Invoices

1.2.19.1 Contractor shall not perform any services without a Purchase Order or a Purchase Order Number. If Contractor performs services without a Purchase Order or with a Purchase Order with an insufficient balance to cover the services, CMHA shall not be required to pay Contractor for those services or materials.

1.2.19.2 All invoices must have a valid PO number.

1.2.19.3 All Invoices must include the date service was provided in the description of the service. Invoices shall not be backdated; the date on the invoice shall match the date the invoice is submitted to CMHA or the date the invoice is placed in the mail. Invoices which are not dated in accordance with this section will be rejected and the Contractor will need to submit a revised invoice to receive payment.

1.2.19.4 All invoices must be submitted within 30 days for services performed. No Contractor may invoice for services not rendered. Contractors violating this section may be terminated.

1.2.19.5 CMHA will *not* pay invoices until services are fully completed as scheduled.

1.2.19.6 Invoices shall be sent to Finance, 1635 Western Ave., Cincinnati, OH 45214 or accounts.payable@cintimha.com.

1.2.20 Conservation of Utilities – The Contractor shall practice utility conservation in all CMHA facilities. The Contractor shall be responsible for operating under conditions, which preclude the waste of utilities, which shall include:

- Lights shall be used only in areas where and when work is actually being performed.
- Water faucets or valves shall be turned off after the required usage has been accomplished.
- Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by the Contractor or by Contractor's employees.

1.2.21 Performance Standards

1.2.21.1 For each time the Contractor violates any of the clauses in this QSP, the Contractor's fee may be reduced 10% for that service.

1.2.21.2 The COO may waive the fee reductions at her discretion after discussing extenuating circumstances with the Contractor. Such waiver shall be in writing at the time of the service.

1.3 Contractor Responsibilities:

1.3.1 The contractor and its employees shall at all times represent themselves in a courteous and professional manner. All posted driving and speed regulations shall be observed.

1.3.2 The contractor shall be responsible for notifying CMHA immediately of any damages (i.e. fire, container leaking) deemed to be a health or safety hazard whether the damage is caused by the contractor or other means.

1.3.3 All work performed pursuant to this QSP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

1.3.4 Provide at least five (5) customer references on the attached Professional References Form. Include customer business name, phone number, and contact name.

QSP 2019-8019;
Standpipe Testing Services

Attachment B: Contractor's Fee Submission Form

Performance Standards:

Service fees will be reduced 10% for any service not meeting the requirements of QSP 2019-8019. The Property Manager or Maintenance Supervisor may waive a fee reduction at their discretion after discussing extenuating circumstances with the Contractor. Such waiver shall be in writing at the time of the service.

Fees:

The proposed rates are all-inclusive of all related costs including but not limited to all labor, materials and equipment required in the scope of work. The Contractor is responsible for providing firm, fixed costs as specified in the table below.

If Contractor is awarded a contract for this solicitation, this Fee Submission Form may be used as an Exhibit to the Contract. The completion of the form is no guarantee of a contract or the award of any services.

Proposed Fees Rate: CMHA intends to enter into a not-to-exceed three year contract or $50,000 with the selected Contractor utilizing the following proposed rates

Building Name	# of Floors	AMP#	System Description	Price
1706 Race St	3	201	1 pump test, 1 wet test, 1 standpipe	
1718 Race St	3	201	1 pump test, 1 wet test, 1 standpipe. Pump test per NFPA w/ complete operation documentation and tags. Standpipe test per NFPA, complete valve flow and operation, documentation and tags	
2016 Sinton	4	208	1 pump test, 1 wet test	
920 Nassau	2	208	1 wet system	
922 Nassau	2	208	1 wet system Pump test per NFPA w/ complete operation, documentation and tags, Wet System inspection per NFPA w/ complete visual Walk Thru documentation and tags	
4848 Wineste	1	209	Limited area/ Basement, Limited area inspection per NFPA with complete visual walk-thru, documentation and tags	
595 Strand	1	210	1 wet system Wet system inspection per NFPA with complete visual walk-thru, documentation and tags	
601 Maple (Maple Towers)	9	211	1 pump test, 3 standpipes	

330 Forest (Beechwood)	13	211	2 standpipes Standpipe test per NFPA, complete valve flow and operation, documentation and tags	
1820 Rutland (Evanston)	4	211	4 wet systems Pump test per NFPA w/ complete operation, documentation and tags Wet system inspection per NFPA w/ complete visual walk-thru, documentation and tags Standpipe test per NFPA, complete valve flow and operation, documentation and tags	
1601 Madison (San Marco)	6	212	1 pump test, 8 wet systems Pump test per NFPA w/ complete operation, documentation and tags Wet system inspection per NFPA w/ complete visual walk-thru, documentation and tags Standpipe test per NFPA, complete valve flow and operation, documentation and tags	
2538 Hackberry (Riverview)	9	212	1 Standpipe Standpipe test per NFPA, complete valve flow and operation, documentation and tags Pump test per NFPA w/ complete operation, documentation and tags Wet system inspection per NFPA w/ complete visual walk-thru, documentation and tags Standpipe test per NFPA, complete valve flow and operation, documentation and tags	
2610 Park (Park Eden	9	213	2 standpipes, 1 limited area sprinkler system Standpipe test per NFPA, complete valve flow and operation, documentation and tags Limited area inspection per NFPA w/ complete visual walk-thru, documentation and tags	
784 Greenwood (President)	7	213	2 Standpipes Standpipe test per NFPA, complete valve flow and operation, documentation and tags Limited area inspection per NFPA w/ complete visual walk-thru, documentation and tags	
3700 Reading Rd (Redding)	9	213	1 Standpipe Standpipe test per NFPA, complete valve	

			flow and operation, documentation and tags Limited area inspection per NFPA w/ complete visual walk-thru, documentation and tags	
835 Poplar (Stanley Rowe A)	13	215	1 Pump test, 1 wet system 2 standpipes Pump test per NFPA w/ complete operation, documentation and tags Wet system inspection per NFPA w/ complete visual walk-thru, documentation and tags Standpipe test per NFPA, complete valve flow and operation, documentation and tags	
1621 Linn (Stanley Rowe B)	14	215	1 pump test, 1 wet system 3 standpipes Pump test per NFPA w/ complete operation, documentation and tags Wet system inspection per NFPA w/ complete visual walk-thru, documentation and tags Standpipe test per NFPA, complete valve flow and operation, documentation and tags	
3951 W 8th St (Pinecrest)	9	216	3 Standpipes Standpipe test per NFPA, complete valve flow and operation, documentation and tags	
Marquette Manor	14	218	1 pump test, 17 wet systems, 1 standpipe Pump test per NFPA w/ complete operation, documentation and tags Wet system inspection per NFPA w/ complete visual walk-thru, documentation and tags Standpipe test per NFPA, complete valve flow and operation, documentation and tags	

Vendor Notes: _____
_____

QSP 2019-8019;
Standpipe Testing Services

5-Year Tests (internal pipe investigations for sprinkler and hydrostatic tests for standpipes)

Building Name	Address	Firm, fixed price
Beechwood	330 Forest Ave	$____
Maple Tower	601 Maple Ave	$____
The President	784 Greenwood Ave	$____
Pinecrest	3957 W 8th St	$____
The Redding	3700 Reading Road	$____
Park Eden	2610 Park Ave	$____
Marquette Manor	1999 Sutter Ave	$____
Stanley Rowe A	835 Poplar St	$____
Stanley Rowe B	1609 Linn St	$____
Evanston	1820 Rutland Ave	$____
Riverview	2538 Hackberry	$____

DISCOUNT OFFERED FOR EARLY PAYMENT: _____ % if invoice paid within ____ days of properly submitted invoice as stated in the QSP.

PROPOSER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Authority discovers that any information entered herein to be false, such shall entitle the Authority to not consider or make award or to cancel any award with the undersigned party. Pursuant to all QSP Documents including attachments, this Fee Submission Form, and pursuant to all Documents submitted, the undersigned proposes to supply the Authority with the services and/or products described herein for the fee(s) submitted pertaining to this QSP.

Date: _____, 2019

Company: _____

Address: _____

City, State, Zip _____

Phone: _____ Email: _____

By: _____ Fed Tax ID: _____
(Signature of Offerer)

By: _____ Title: _____
(Print Name)

ATTACHMENT C:
SMALL PURCHASE CONTRACT GENERAL TERMS AND CONDITIONS

1. ORDER OF PRECEDENCE

The term "Contract Documents" shall include the documents listed in this Provision. Each of the Contract Documents is an essential part of the agreement between the Parties, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to provide for the entire agreement. In the event of any conflict among the Contract Documents, the order of precedence shall be:

a) Applicable Federal and State of Ohio statutes and regulations
b) Form HUD-5370-C General Conditions for Non-Construction Contracts, Section II (With Maintenance Work)
c) The Contract Acceptance and Award including Attachments
d) Contractor's Response subject to any limitations set forth in this Agreement
e) Contractor form of Agreement, if applicable
f) Other Documents incorporated by reference (if applicable)

2. INDEMNIFICATION

Contractor hereby agrees to protect, defend, indemnify and hold harmless CMHA, its officers, employees, agents, and Board of Commissions from and against all losses, liabilities and any and all claims of whatever kind, nature or description which may be asserted or claimed against CMHA indemnities which arise from any act or omission of Contractor, its subcontractors, directors, officers and employees or results from any breach or violation by Contractor, its directors, officers, or employees. Contractor agrees, at its own expense, to pay the full cost thereof, including attorney's fees, if any, incurred by CMHA in defending any claim and shall pay any judgment rendered, with respect to the subject of the indemnity contained herein as well as any allegation of libel, slander, invasion of privacy, any failure to obtain any necessary release, permission or clearance, or any other cause of action or claim arising out of materials and elements provided for by Contractor under this Contract. Contractor will be liable, at all times, for damages or destruction of Contractor's equipment and materials, regardless of how such damage occurs. CMHA will be under no liability to reimburse Contractor for any such loss. If Contractor insures its equipment and material against physical loss of damage, then Contractor agrees to secure, if required in such insurance, a waiver of subrogation in favor of CMHA.

3. INSURANCE REQUIREMENTS

Contractor shall obtain and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

a) Workers' Compensation Insurance as required by state statute and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of this Contract.

b) Commercial General Liability Insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

    a. $1,000,000 each occurrence;
    b. $1,000,000 general aggregate;
    c. $ N/A products and completed operations aggregate; and
    d. $50,000 damage to premises and fire damage; and
    e. $5,000 medical expenses for any one person.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CMHA a certificate of insurance showing compliance with this provision.

c) Professional liability and/or "errors and omissions" coverage with minimum limits as follows:

a. $1,000,000 each occurrence;
b. $1,000,000 general aggregate.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to CMHA a certificate of insurance showing compliance with this provision. This coverage is required for vendors who render observational services to the Authority such as appraisers, inspectors, attorneys, engineers, or consultants. Additional insured endorsement and waiver of subrogation endorsement are not applicable and do not need to be added. Additionally, CMHA does not need to be listed as a certificate holder.

d) Automobile Liability Insurance with CMHA named as an additional insured with minimum limits as follows:
   a. $1,000,000 combined single limit;
   b. $50,000/$100,000 for vehicles utilized during the contract when not owned by the Contractor;
   c. $5,000 medical pay.

CMHA shall be named as additional insured on the Commercial General Liability Insurance policy. Coverage required of this Contract will be primary over any insurance or self-insurance carried by CMHA.

The Insurance shall contain provisions preventing cancellation or non-renewal without at least 30 day's notice to CMHA and stating that the carrier will waive all rights of recovery, under subrogation or otherwise, against CMHA, its office, agents, employees or Board of Commissioners.

Contractor shall provide certificates evidencing such coverage as required by this Contract to CMHA upon execution of this Contract and annually thereafter evidencing renewals thereof. At any time during the term of this Contract, CMHA may request, in writing, and the Contractor shall thereupon within 10 days supply to CMHA evidence satisfactory of compliance with the provision of this section.

4. GOVERNING LAW

This Contract must be governed and construed exclusively by its terms and by the laws of the State of Ohio and any suit filed to enforce any term of this Contract shall be filed only in a court of competent jurisdiction in Hamilton County, Ohio.

5. ASSIGNABILITY

The rights and obligations of Contractor are personal and may be performed only by Contractor. Contractor shall not assign any interest rights or obligations under this Contract without prior written consent of CMHA. Any purported assignment that does not comply with this provision is void. This Contract is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

6. SEVERABILITY

If any provision of this Contract is determined by a court having jurisdiction to be unenforceable to any extent, the rest of the provisions of this Contract will remain enforceable to the fullest extent permitted by law.

7. FORCE MAJEUR

Neither party shall be liable for failure to perform if such failure is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

8. AMENDMENTS/MODIFICATIONS

Any amendments or modifications of this Contract must be made in writing and signed by all Parties.

9. WAIVERS

If either party does not seek compensation for breach or insist upon strict performance of any provision of this Contract, that Party is not prevented from seeking compensation or insisting upon strict performance for a future breach of the same or similar provision.

10. HEADINGS

The headings, titles, and captions in this Contract are inserted for convenience only and are in no way intended to describe, interpret, define, prioritize or limit the scope, extent, or intent of this Contract or any provision herein.

11. NONDISCRIMINATION

During the performance of this Contract, Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

Further, Contractor agrees to both of the following:

a) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

b) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

12. PRIVACY

Any Personal information collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure that its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without express written consent of CMHA or otherwise required by law. Contractor agrees to indemnify and hold harmless CMHA for any damages related to Contractor's unauthorized use of personal information.

13. PUBLICITY

Contractor agrees to submit to CMHA all advertising and publicity related matter relating to this Contract wherein CMHA's name is mentioned or language used from which the connection of CMHA's name may, in CMHA's judgment, be inferred or implied. Contractor shall not publish or use such advertising and publicity matters without prior express written consent of CMHA.

14. CONFLICTS OF INTEREST

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 with regard to this contract.

The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer.

15. CONTRACTOR'S STATUS

It is understood that the Contractor is an independent contractor and is not to be considered an employee of CMHA, or assume any right, privilege or duties of an employee.

16. LIENS

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

17. WARRANTIES

Contractor warrants that its services and materials provided will be of good quality and consistent with the professional skill and care ordinarily provided by professionals performing the same or similar service and such services and materials shall be provided in accordance with generally accepted industry standards. At all times Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this Contract.

18. IDENTIFICATION

CMHA may provide ID Badges for all contractors working on CMHA Properties. Employees of the Contractor may be prohibited from entering CMHA property without proper identification.

19. EXECUTIVE REVIEW

This Contract shall be subject to the written approval of CMHA's authorized representative and shall not be binding until so approved.

20. COMPENSATION AND PAYMENT

CMHA will pay Contractor within approximately 30 days of receipt of properly completed invoices or acceptance of deliverable, whichever is later. If a performance standard is not met, the invoice must reflect the appropriate deduction(s).

a) Contractor shall not perform any services without a Purchase Order or a Purchase Order Number. If Contractor performs services without a Purchase Order or with a Purchase Order with an insufficient balance to cover the services, CMHA shall not be required to pay Contractor for those services or materials.

b) All invoices must have a valid PO number.

c) All Invoices must include the date service was provided in the description of the service. Invoices shall not be backdated; the date on the invoice shall match the date the invoice is submitted to CMHA or the date the invoice is placed in the mail. Invoices which are not dated in accordance with this section will be rejected and the Contractor will need to submit a revised invoice to receive payment.

d) All invoices must be submitted within 14 days for services performed. No Contractor may invoice for services not rendered. Contractors violating this section may be terminated.

e) CMHA will not pay invoices until services are fully completed as scheduled.

f) Payment shall be contingent upon review and acceptance of the Contractor's Deliverables by CMHA. CMHA may, in its sole discretion, withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

g) Invoices shall be sent to Finance, 1635 Western Ave., Cincinnati, OH 45214 or accountspayable@cintimha.com or to touchstoneap@cintimha.com

h) For services provided at a CMHA property, Contractor(s) shall only invoice CMHA for the time spent on the property. CMHA shall not pay for time spent in route or traveling to acquire parts/supplies.

Where union agreements require that technicians be paid from when they leave home for emergency work, CMHA will pay for travel time not to exceed thirty minutes. It is the responsibility of the technician and/or contractor to correctly track and document the time in an accurate invoice to CMHA.

Invoices shall show arrival and departure times to and from the property of all Contactors and employees responding for service.

Contractor(s) shall minimize overstaffing for minor repairs. If Contractor is found to be overstaffing for repairs, based upon customary trade practices, CMHA reserves the right to only pay for customary trade practices.

CMHA shall not be responsible for trip charges and/or service charges.

21. CRIMINAL HISTORY CHECKS AND DRUG SCREENING TESTS

Contractor shall perform criminal history checks and drug screening tests on all prospective employees performing work under this contract and provide summaries of the results to CMHA upon request, at the sole expense of the Contractor. For the purposes of this section, the term "employees" includes contractor. Prospective employees whose criminal history check discloses a misdemeanor or felony involving crimes of moral turpitude, sexual assault or harm to persons or property will not be employed to perform work under this contract. Contractor is required to perform drug screening of all employees and to ensure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the contractor. Any employee of the Contractor suspected of being under the influence of drugs and or alcohol will be reported to the Authority's Compliance and Safety Operations Department and/or other local law enforcement. If the employee is determined to be under the influence of drugs or alcohol in any form or manner, or believed by proper authority to be dealing in illicit sale of alcohol or drugs they will be removed and shall not be allowed to return to any job site on the Authority's property. The Contractor's contract may be suspended and/or terminated should such a situation occur or if the Contractor fails to submit results pursuant to this section.

Local union drug testing cards are acceptable as long as the strictest of the requirements of this RFP and local union requirements are met. However, the Contractor remains responsible for monitoring that drug testing is being completed and ensuring acceptable results.

22. INVOICE REVIEWS

CMHA reserves the right to review invoices for parts. Contractor shall provide invoices for parts within three (3) days of request by CMHA. Failure to provide invoices may result in withholding of payment for such parts.

23. TRASH DISPOSAL

Contractor shall legally dispose of all litter, trash and debris accumulated as a result of the services under this contract at an offsite location. The use of CMHA dumpsters or trash receptacles is strictly prohibited.

24. SAFETY

Contractor (including any and all contract or subcontract employees, etc. incidental to this contract) is to be cognizant of safety at all times and take necessary safety precautions, so as not to cause harm to any persons or property while performing service or while on site. Extreme care shall be maintained around pedestrians and personal belongings.

a) The contractor and its employees shall at all times represent themselves in a courteous and professional manner. All posted driving and speed regulations shall be observed.

b) The contractor shall be responsible for notifying CMHA immediately of any damages (i.e. fire, container leaking) deemed to be a health or safety hazard whether the damage is caused by the contractor or other means.

25. DAMAGE

Contractor shall repair or replace, at the contractor's expense, any and all items damaged or destroyed due to contractor's negligence.

26. CHANGE IN PERSONNEL

CMHA shall retain the right to demand and receive a change in personnel assigned to the work if CMHA believes that such change is in the best interest of CMHA and the completion of the contracted work.

Contractor's personnel shall be neat and conduct all work in a professional and efficient manner. If any employee of Contractor is deemed unacceptable by CMHA, Contractor shall immediately replace such personnel with an acceptable substitute to CMHA.

Contractor(s) shall inform CMHA Procurement within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email addresses.

Unauthorized Sub-Contracting Prohibited: The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this contract if awarded (including, but not limited to, selling or transferring the contract) without the prior written consent of the PO. Any purported assignment of interest or delegation of duty, without the prior written consent of the PO shall be void and may result in the cancellation of the contract with the Authority, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the PO.

27. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS.

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

28. ENERGY EFFICIENCY

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

29. CONSERVATION OF UTILITIES

The Contractor shall practice utility conservation in all CMHA facilities. The Contractor shall be responsible for operating under conditions, which preclude the waste of utilities, which shall include:

- Lights shall be used only in areas where and when work is actually being performed.
- Water faucets or valves shall be turned off after the required usage has been accomplished.
- Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by the Contractor or by Contractor's employees.

30. PROCUREMENT OF RECOVERED MATERIALS

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

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

31. RIGHTS IN DATA (OWNERSHIP AND PROPRIETARY INTEREST)

CMHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda, drawings or letters concerning the research and reporting tasks of this Contract. For data other than computer software, the Contractor grants to CMHA and others acting on its behalf, a paid-up, nonexclusive, irrevocable, world-wide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of CMHA.

Rights in data is clarified by 2 CFR 200.315, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (F), and 37 CFR Part 401. Rights in Data refer to data and records which are the products produced under the contract and the only part in which CMHA has ownership rights. CMHA does not have rights in the existing software systems of the contractor.

32. TERMINATION FOR CAUSE AND FOR CONVENIENCE

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

b) If the termination is for the convenience of CMHA or when CMHA determined that such termination is in its best interest, CMHA shall be liable only for payment for services rendered before the effective date of the termination.

c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), CMHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by CMHA, any work described in the Notice of Termination including but not limited to all information, reports, papers, and other materials accumulated or generated in performing his contract whether completed or in progress; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by CMHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by CMHA by the Contractor. In the event of termination for cause/default, CMHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

If after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of CMHA.

33. PATENT RIGHTS

Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.

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. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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 $100,000 - use Section I;
2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than $2,000 but not more than $100,000 - use Section II; and
3) Maintenance contracts (including nonroutine maintenance), greater than $100,000 – 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

(ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

(i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA

(ii) 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

(iii) Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

Maintenance Wage Rate Determination	U.S. Department of Housing and Urban Development Office of Labor Relations	

Agency Name:	LR 2000 Agency ID No:	Wage Decision Type:
Cincinnati Metropolitan Housing Authority **1627 Western Avenue** **Cincinnati, Ohio 45214**	**OH011A**	☑ Routine Maintenance ☐ Nonroutine Maintenance
	Effective Date: **July 1, 2018**	Expiration Date: **June 30, 2019**

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance labores and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

August 10, 2018

HUD Labor Relations
Deborah A Diez
Labor Relations Specialist

Date

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Work classifications, entry level wage rates, and fringe benefits for maintenance employees are subject to the terms and conditions of the Collective Bargaining Unit Agreement between the Cincinnati Metropolitan Housing Authority and Local 1027, AFSCME Ohio Council 8, AFL-CIO. **Therefore, the Housing Authority must pay the hourly rates and fringe benefits indicated in the CBA effective on the dates stipulated in the CBA. The Office of Labor Relations will accept the work classifications, entry level wages, and fringe benefits designated by the CBA and will not impose other rates or dictate when changes to such rates will occur as long as the CBA remains in effect.** **The Cincinnati Metropolitan Housing Authority will update the Office of Labor Standards and Enforcement on an annual basis of any changes to the CBA.**		**As defined by the Cincinnati MHA** ☐ The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. (HUD Labor Relations: If applicable, check box and initial below.) Deborah Diez / OLSE LR Staff Initial
		FOR HUD USE ONLY **LR2000:** **Log in:** **Log out:**

PREVIOUS EDITIION OBSOLETE

Form HUD-52158 (04/2005)

Collective Bargaining Agreement

between

Cincinnati Metropolitan
Housing Authority

and

AFSCME Ohio Council 8
Local 1027

Effective through December 31, 2017

unless the duration of the absence has been arranged in advance. All such reports must be given personally by the employee if he or she is able; otherwise, notice must be given by an adult member of the employee's family or another responsible person. Failure to notify the employee's supervisor and keep the supervisor informed as required herein may be regarded as an unauthorized absence.

ARTICLE 28
WAGES

28.1. Each classification in the Bargaining Unit shall be assigned to a Classification Wage Group in accordance with this paragraph. The applicable Classification Wage shall be the wage rate paid to newly hired employees in the classification and to employees promoted or permanently transferred to the classification pursuant to Article 16. During the life of this Agreement, Bargaining Unit classifications shall be assigned Classification Wages grouped as follows:

Classification Group 1
Laundry Attendant
Classification Group 2
Distribution Specialist I
Janitor/Laborer
Office Specialist I
Pest Control Aide
Special Services Technician I
Classification Group 3
Exterminator Class I
Grounds Specialist
Maintenance Aide
Office Specialist II
Property Management Specialist I
Special Services Technician II
Classification Group 4

Copier Technician
Distribution Specialist II
Office Specialist III
Property Management Specialist II
Automotive Aide
Classification Group 5
Accounting Technician
Exterminator - Class II
Special Services Technician III
General Maintenance Worker
Classification Group 6
Comprehensive Grant Specialist
Housing Inspector I- Section 8
Housing Specialist - Recertification
Housing Specialist I - Section 8
Modernization Specialist I

Refrigeration Mechanic
Relocation Specialist
Security Assistant
Classification Group 7
Heavy Equipment Operator
Housing Inspector II -Section 8
Housing Specialist II-Section 8
Housing Specialist - Leasing
Classification Group 8
Automotive Technician
Lead Specialist-Section 8
Locksmith
Senior Maintenance Worker
Classification Group 9
Purchasing Agent
Special Services Technician IV

Classification Group 10
Construction Contract Administrator

28.2 **CLASSIFICATION WAGE RATES**

Effective the first full pay period following 1/01/2015, all employees in the bargaining unit will receive a 2.5% wage increase. Effective the first full pay period following 1/1/2016, all employees in the bargaining unit will receive a 2.25% wage increase. Effective the first full pay period following 1/1/2017, all employees in the bargaining unit will receive a 2.25% wage increase.

CLASS			
GROUP	**01/01/15**	**01/01/16**	**01/01/17**
GROUP 1	$7.94	$8.12	$8.30
GROUP 2	$14.09	$14.41	$14.73
GROUP 3	$15.14	$15.48	$15.83
GROUP 4	$16.24	$16.61	$16.98
GROUP 5	$17.49	$17.88	$18.28
GROUP 6	$18.79	$19.21	$19.64
GROUP 7	$20.21	$20.66	$21.12
GROUP 8	$21.71	$22.20	$22.70
GROUP 9	$23.23	$23.75	$24.28
GROUP 10	$26.59	$27.19	$27.80

CMHA

Prospective Business Vendor:

Enclosed, you will find a variety of forms regarding Section 3 (Housing & Urban Development Opportunities Act of 1968, as amended). Please complete and attach the Section 3 forms with your bid submission. ***Failure to submit the appropriate forms may jeopardize the proposal/bid up to and including the possibility of said proposal/bid being deemed non-responsive***

Anyone claiming to be a Section 3 Business Concern shall be required, as set forth by procedure, to provide evidence of such status. Section 3 Business Concerns claiming Section 3 Preference status must meet that status at the time the bid, quote or proposal is submitted to CMHA.

Section 3 Required Forms:

1) Section 3 Assurance of Compliance & Section 3 Clause
2) Section 3 Action Plan
3) Section 3 Business Concern Certification Form **(Optional)**
4) Preference Category Acknowledgement S3 Residents
5) Preference Category Acknowledgement S3 Business Concerns

If you need any assistance or help regarding Section 3, feel free to contact us. We look forward to assisting you with Section 3 implementation.

Sincerely,

Jacquetta Brown

Jacquetta Brown
Economic Inclusion Coordinator
(513) 977-5863
Jacquetta.Brown@cintimha.com
Section3@cintimha.com

CMHA
Section 3 Assurance of Compliance Form

Training, Employment, and Contracting Opportunities for Section 3 Residents and Section 3 Business Concerns

A. The project assisted under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170u. Section 3 requires that to the *greatest extent feasible*, *newly created opportunities* that are generated by the awarding of this contract be given to:

- Section 3 Residents (30% minimum goal of new hires) upon their qualifications.
- Section 3 Business Concerns (10% of total construction subcontracting dollar amount awarded – based upon their qualifications).
- Section 3 Business Concerns (3% of total non-construction subcontracting dollar amount awarded- based upon their qualifications).

B. Notwithstanding any other provision of this contract, the applicant shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this contract. The requirements of said regulations include but are not limited to development and implementation of a Section 3 Action Plan/Strategy for utilizing Section 3 Business Concerns; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The applicant and recipient agency, certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application of this contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant, its contractors and subcontractors, its successors, and assigns to the sanctions specified by the contract, and to such sanctions as are specified by 24 CFR Section 135.

Applicant: _____

Signature: _____

Address: _____

Date: _____

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. In the event of a determination by the Executive Director or his/her designee that the Contractor is not in compliance with the section 3 clause or any rule, regulation, or report submission requirements of the CMHA, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further CMHA contracts for a period of one to three years.

CMHA

Contractor
Section 3 Action Plan Submission

The Section 3 Action Plan is a requirement for contracting opportunities with CMHA. The Section 3 Action Plan must indicate/describe the proposed strategies for achieving the Section 3 training and/or employment goals, and subcontracting numerical goals, when and if **newly created opportunities** are generated upon awarding of contracts. ***Failure to submit the Section 3 Action plan may jeopardize the proposal/bid up to and including the possibility of said proposal/bid being deemed non-responsive.***

Please review the Section 3 Action Plan information attached. ***All Sections need to be completed and signed***. This information will help to assist you in formulating your Section 3 Action Plan. You will need to address each question and check the appropriate boxes in regards to how your company will strive to achieve Section 3 Compliance to the "**greatest extent feasible**".

Please identify individual(s) responsible for planning, implementing and tracking the projects' Section 3 training, employment and/or contracting goals:

Name(s): _____

Contact Info: _____

Title(s): _____

Section 3 Hiring/Training Opportunity Strategies

Please check any and all efforts from the below mentioned categories that your company will utilize to recruit, solicit, encourage, facilitate and hire Section 3 Residents when new hiring/training opportunities are generated through the awarding of the contract. **Some of the items will be mandatory as indicated with **.** Your acknowledgement is still needed, so please check accordingly.

The Section 3 Action Plan is subject to audit at anytime during the awarding of the contract through the duration of the contract by the Section 3 Compliance Coordinator.

****Commit that when new workers are hired by the company and/or subcontractors as a result of the contract, 30% of those hired will be Section 3 Residents.**

****Contact the CMHA Section 3 Compliance Coordinator regarding new hiring and training opportunities.**

****Provide the CMHA Section 3 Compliance Coordinator with a monthly report listing all hiring and training opportunities.**

****Post notice (placards) at the worksite where the work is being done, indicating any new hiring and training opportunities**

Facilitate or co-facilitate Hiring Halls within close proximity to where the work is being done for Section 3 Residents.

Contact/Meet with Resident Associations informing them of new training and hiring opportunities.

Advertise new training and hiring opportunities in community and diversity newspapers/websites.

Sponsor or participate in job informational meetings or job fairs in the neighborhood or service area of the Section 3 covered project.

Establish an internal training program (pre-apprenticeship) that is consistent with Dept. of Labor requirements to provide Section 3 Residents with the opportunity to learn skills and job requirements.

Distribute flyers to CMHA owned sites indicating the number and types of jobs that will be offered with contact information.

Maintain a file of eligible qualified Section 3 Residents for future employment opportunities.

Incorporate into contract (after selection of bidders but prior to the execution of contracts), a negotiated provision for a specific number of Section 3 Residents to be trained and/or employed during the contract.

Other:

_____

_____

Note: You are required to the provide opportunities to "the greatest extent feasible" in order to comply with the requirements of Section 3. In the event that you are not able to hire/train and/or contract with Section 3 Residents and/or Section 3 Business Concerns, you will be required to document why you were unable to meet the numerical goals.

Signature: _____ *Date:* _____

Section 3 Subcontracting Opportunity Strategies

Please check any and all efforts from the below mentioned categories that your company will utilize to recruit, solicit, encourage, facilitate and contract with Section 3 Business Concerns when new subcontracting opportunities are generated through the awarding of the contract. **Some of the items will be mandatory as indicated with **.** Your acknowledgement is still needed, so please check accordingly.

The Section 3 Action Plan is subject to audit at anytime during the awarding of the contract through the duration of the contract by the Section 3 Compliance Coordinator.

****Commit that when subcontracting occurs, 10% of the total dollar amount subcontracted out by the company and/or by subcontractors will go to Section 3 Business Concerns.**

****Contact the CMHA Section 3 Compliance Coordinator regarding all new subcontracting opportunities.**

****Provide the CMHA Section 3 Compliance Coordinator with a monthly report listing all subcontracting opportunities.**

Advertise new contracting opportunities in community and diversity newspapers/websites.

Maintain a file of eligible qualified Section 3 Business Concerns for future contracting opportunities.

Incorporate into contract (after selection of bidders but prior to the execution of contracts), a negotiated provision for a specific amount of work to be contracted with Section 3 Business Concern(s) during the contract.

Sponsor or participate in minority, women, small business expositions and or conferences in the Cincinnati, Ohio area to network and promote contracting opportunities with Section 3 Business Concerns.

Outreach to business assistance agencies, minority contracting associations, community organizations, to network and promote contracting opportunities with Section 3 Business Concerns.

Contact/Meet with Resident Associations informing them of new contracting opportunities.

Outreach to trade/labor organizations to network and promote contracting opportunities with Section 3 Business Concerns.

Host/Facilitate workshops geared to Section 3 Business concerns on contracting procedures and opportunities.

Become an active mentor to Section 3 Business Concerns.

Other:

_____

_____

Note: You are required to the provide opportunities to "the greatest extent feasible" in order to comply with the requirements of Section 3. In the event that you are not able to hire/train and/or contract with Section 3 Residents and/or Section 3 Business Concerns, you will be required to document why you were unable to meet the numerical goals.

Signature: _____ *Date:* _____

Cincinnati Metropolitan Housing Authority
CERTIFICATION FOR PREFERENCE
AS A SECTION 3 BUSINESS CONCERN

Name of Business_____

Contact Person_____

Address/Zip_____

Phone_____Fax_____Email_____

Type of Business: ☐Corporation ☐Partnership ☐Sole Proprietorship ☐Joint Venture ☐LLC
(please attach supporting documentations)

I understand that my contract with Cincinnati Metropolitan Housing Authority is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended AND to the Section 3 Action Plan that I will submit for this project.

I certify that the firm of _____(company's name) is applying to become a bonafide Section 3 business concern, and that it will meet the following definition of a Section 3 business concern (check at least one of the following):

☐ Category 1

Business concerns that are 51 percent or more owned by residents of CMHA housing or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of CMHA Residents as employees.

☐ Category 2

Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees.

☐ Category 3

HUD Youthbuild programs being carried out in the metropolitan area (or Nonmetropolitan County) in which the section 3 covered assistance is expended.

☐ Category 4

Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, fulltime workforce includes no less than 30 percent of employees who meet the low-income guidelines and live in the CMHA covered assistance area; or businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the total dollar award of all subcontracts to be awarded to Section 3 business concerns.

☐ Business wishes to forgo Section 3 preferences in the awarding of the contract, but is still responsible for meeting Section 3 compliance.

Note: If you certify above that your business is a Section 3 Business, and you qualify for award of the contract based on the preference given to section 3 businesses and described in the solicitation, CMHA may request additional documentation and information as needed. If you have any questions about this form, please call Jacquetta Brown, at **(513) 977-5683, or send email to Section3@Cintimha.com.**
"I hereby certify the information provided by me to be true and correct, and understand any falsification of any of the information could subject me to punishment under the law."

Signature of Chief Executive Officer_____

Date _____

Cincinnati Metropolitan Housing Authority

Section 3 Preference Categories: Section 3 Residents

CMHA's preference is to ensure as many CMHA residents as possible are employed. In an effort to further that goal, CMHA has created the following preference priority category structure for Section 3 Residents (Reference 24 CFR Part 135.34). Vendors are asked to comply with this priority preference to the greatest extent feasible. If the vendor cannot meet its Section 3 goal in this manner and needs to move onward to the next category, the vendor should document this inability to comply with the preference priority and the need to move onward to other categories.

Section 3 Resident Preference Priority Categories

- Category 1-Section 3 Resident Priority Definition:
  CMHA Public Housing Residents of the housing development or developments for which the section 3 covered assistance is expended;

- Category 2-Section 3 Resident Priority Definition:
  Residents of other housing developments managed by CMHA which is expending the section 3 covered housing assistance;

- Category 3-Section 3 Resident Priority Definition:
  Participants in HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the section 3 covered assistance is expended;

- Category 4-Section 3 Resident Priority Definition:
  Other Section 3 Residents who qualify under the low-income guidelines of HUD.

Signature: _____ Date: _____
Company Representative

Cincinnati Metropolitan Housing Authority

Section 3 Preference Categories: Business Concerns

CMHA's preference is to ensure as many Section 3 Business Concerns as possible are afforded opportunities by contracting and/or subcontracting. In an effort to further our goal, CMHA has adopted the following preference priority category structure for Section 3 Business Concerns (Reference 24 CFR Part 135.36). Vendors are asked to comply with this priority preference to the greatest extent feasible. If the vendor cannot meet its Section 3 goal in this manner and needs to move onward to the next category, the vendor should document this inability to comply with the preference priority and the need to move onward to other categories. Vendors will receive a Section 3 Business Concern listing.

Section 3 Business Concern Preference Priority Categories:

- Category 1-Section 3 Business Concern Priority Definition:

Business concerns that are 51 percent or more owned by CMHA residents of the housing development or developments for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees.

- Category 2-Section 3 Business Concern Priority Definition:

Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by CMHA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees.

- Category 3-Section 3 Business Concern Priority Definition:

HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended.

- Category 4-Section 3 Business Concern Priority Definition:

Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, fulltime workforce includes no less than 30 percent section 3 residents; or that subcontract in excess of 25 percent of the total amount of subcontracts to section 3 business concerns.

Signature: _____ Date: _____
Company Representative

Attachment E: Professional References

CMHA must be referenced if previous work has been provided to the Authority
References should be relevant to the scope of work of this solicitation.

1	Business Name	
	Address	
	Phone # & e-mail	
	Individual's Name (if applicable)	
	Description of Services	
	Length of Contract	
2	Business Name	
	Address	
	Phone # & e-mail	
	Individual's Name (if applicable)	
	Description of Services	
	Length of Contract	
3	Business Name	
	Address	
	Phone # & e-mail	
	Individual's Name (if applicable)	
	Description of Services	
	Length of Contract	
4	Business Name	
	Address	
	Phone # & e-mail	
	Individual's Name (if applicable)	
	Description of Services	
	Length of Contract	
5	Business Name	
	Address	
	Phone # & e-mail	
	Individual's Name (if applicable)	
	Description of Services	
	Length of Contract	

CINCINNATI METROPOLITAN HOUSING AUTHORITY

CONTRACT ACCEPTANCE AND AWARD

FOR

2019-8019 STANDPIPE TESTING SERVICES

Note: The vendor should complete the vendor authorized signatures as part of the solicitation response. If the vendor is awarded a contract, then the bottom portion of this form will be completed by CMHA and sent to the vendor.

Vendor

Full legal name: _____

(Note: Full legal name should match the name registered with the Secretary of State or should be the owner's name followed by dba then the business name.)

I acknowledge receipt of this form which will become the contract if I am awarded and the following exhibits which are incorporated herein.

Attachment	**Contractor's signature**
Attachment A: Statement of Work	
Attachment B: Fee Submission Form	
Attachment C: Small Purchase Contract Terms and Conditions including the HUD 5370C-II	

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the fees proposed. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and that the company is qualified and authorized to perform all services as set forth.

Further, by completing and submitting this form and the response, the undersigned is thereby agreeing to abide by all terms and conditions pertaining to this QSP as issued by CMHA. Upon issuance of award to proposer, CMHA is accepting Contractor's offer contained in the submittal. No other contractual documents will be necessary or accepted. The Contract commences upon CMHA's signature and issuance of Award on this form. Pursuant to this Contract Acceptance and Award including attachments, and pursuant to all Documents submitted, the undersigned proposes

to supply the Authority with the services described herein for the fee(s) submitted pertaining to this QSP.

Date: _____, 2019

Company: _____

By: _____
(Authorized Signature)

By: _____ Title: _____
(Print Name)

Award by CMHA

Term of Contract _____ to _____

Unless otherwise stated, this contract is good for a period of one year with an option to renew annually for an additional two years at CMHA's sole discretion. However, the contract shall not exceed $50,000.

_____
Cincinnati Metropolitan Housing Authority

Date: _____