



CINCINNATI METROPOLITAN HOUSING AUTHORITY

SOLICITATION NUMBER 2020-8018

REQUEST FOR QUOTATIONS FOR SMALL PURCHASE

FOR

Pest Control Services for Asset Management

DATE ISSUED	February 11, 2020
NON-MANDATORY PRE-PROPOSAL CONFERENCE	None
SITE VISIT/WALK THROUGH	Not Applicable
LAST DATE FOR QUESTIONS	Questions shall be submitted in writing no later than <u>4:00 PM</u> local time on <i>February 14, 2020</i> to procurement@cintimha.com .
PROPOSAL SUBMITTAL RETURN & DEADLINE	<i><u>February 20, 2020 no later than 11:00 AM</u></i> 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.



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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
G	HUD PIH-2001-22 IPM	Retain for your records

1.0 REQUEST FOR QUOTATIONS FOR SMALL PURCHASE

Cincinnati Metropolitan Housing Authority (CMHA) hereby solicits and requests quotes from qualified contractors to provide *Pest Control Services for Asset Management*. 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.



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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	40%	The PROPOSED COSTS to provide the services requested



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2	0-5	25%	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/Quality Assurance: Describe how projects with multiple sites and employees will be managed and how quality will be ensured. Include copy of your Integrated Pest Management Plan (see 2.2.5 of Attachment A).
		85%	Sub-Total Points (other than Economic Inclusion points)

NO.	POINTS	FACTOR TYPE	FACTOR DESCRIPTION
4			Economic Inclusion Participation: A firm may qualify for Section 3 status as detailed within <u>Attachment D</u> 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.
4a	5 points	Section 3	Category I & II; <u>or</u>
4b	3 points		Category III & IV.
4c	10 points		Demonstrative Section 3 Action Plan
	15 points possible		Maximum Economic Inclusion Points (Additional)

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



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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.

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ATTACHMENT A: SCOPE OF WORK



1.0 REQUEST FOR QUOTATIONS

Cincinnati Metropolitan Housing Authority (CMHA or the “Authority”) hereby solicits and requests quotes from qualified contractors (Offeror) to provide pest control services. This request for price quotation is not an offer to buy and should not be assumed as such.

The Authority intends to enter into one or more contracts for pest control services at various locations owned by the Authority. The locations consist of residential and administrative properties. The residential property consists of approximately 1,617 high-rise units, 1,875 family development units, and 1,221 scattered sites totaling slightly over 4,900 units. The high-rise units are listed below:

Building Name	Address	Number of Units
Beechwood	330 Forest Ave	149
Maple Tower	601 Maple Ave	120
The President	784 Greenwood Ave	95
Pinecrest	3957 W 8th St	190
The Redding	3700 Reading Road	99
Park Eden	2610 Park Ave	173
Marquette Manor	1999 Sutter Ave	139
Stanley Rowe A	835 Poplar St	150
Stanley Rowe B	1609 Linn St	194
Riverview	2538 Hackberry	109
Redding	3700 Reading Road	99

Note: CMHA is in the process of converting properties to RAD (Rental Assistance Demonstration). The conversion process may affect the services in this RFq. For example, services may not be required for some properties for periods of time. CMHA reserves the right to add or delete properties.

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

2.1.1 COVERED PESTS

2.2.1.1 The Contractor shall adequately suppress the following pests:

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

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

- Birds, bats, snakes, and all other vertebrates other than commensal rodents.
- Termites and other wood-destroying organisms.
- Mosquitoes.
- Pests that primarily feed on outdoor vegetation.

2.2.1.3 Special Services: Contractor shall provide the following services on an as needed basis:

- A. Bird Deterrent Services:** Contractor shall use Bird-B-Gone Stainless Steel Spikes or equal to prevent the landing and nesting of birds upon ledges, porches and other surfaces. Price includes product and installation. Contractor shall clean the area before installing the bird deterrent.
- B. Bat Removal Services:** Contractor shall properly remove all bats, in a lawful manner, and all of the entry points through which they can enter a building must be completely sealed. The droppings shall be cleaned, fully removed, and the area decontaminated.
- C. Bed Bugs Services:** The services proposed shall include treatment to all box springs and mattresses' seams and cuffs; removal of dust covers on box springs and treat, then reattach; treatment to all furniture; including, but not limited to: end tables; night stands; dressers; pictures; clocks; etc.; and any follow-up needed per pesticide label directions after the initial service.
- D. Rodent Treatment.** Treatment for rodents will include both exterior and interior work. Exterior work will include, but is not limited to, sealing holes on the exterior of a structure such as:

1. Exterior bait boxes- weekly follow up, tamper-proof/locked.
2. Gas and water lines entering a building, conduit penetrations .

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3. Holes large enough for a mouse to enter the structure and baiting of crawl spaces of buildings with rodent activity.
4. Interior work will focus on interior trapping through the utilization of snap traps and/or monitoring boards in each unit having activity. This work shall include up to three follow up visits to check traps, reset them and monitor activity. Snap traps must be placed out of the reach of pets and children.

E. Stinging Insects Removal and/or Eradication: Contractor shall be able to remove and or relocate honey bees if possible or if aggressive and removal/relocation is not feasible then eradicate.

2.2.2 SPECIFIC INSTRUCTIONS

2.2.2.1 The Authority has determined that it will control pests using integrated pest management consistent with U.S. Department of Housing and Urban Development's *Guidance on Integrated Pest Management*. See Attachment E for the Guidance. The Guidance identifies ten elements of an effective IPM program.

2.2.2.2 The Authority seeks a Contractor who will provide pest control services as described in Exhibit M for each of the ten elements. Contractor must provide services in a manner that demonstrates sensitivity to the fact that Authority properties are primarily residential in nature and puts the needs of the residents as the foremost priority.

2.2.2.3 The HUD IPM Program elements with the Contractor's requirements are:

HUD IPM Program Elements	Contractor Must Provide the Following Services:
<p>1. Communicate Policies Communicate Authority's Integrated Pest Management (IPM) policies and procedures to:</p> <ul style="list-style-type: none"> - All building occupants; - Administrative staff; - Maintenance personnel; and - Contractors 	<p>Contractor shall:</p> <ul style="list-style-type: none"> - Provide technical assistance in an ongoing effort to improve its policies and procedures; and - Reinforce efforts to communicate Integrated Pest Management (IPM) policies and procedures as the opportunity arises.
<p>2. Identify Problems Identify</p> <ul style="list-style-type: none"> - Pests; and 	<p>Contractor shall identify pests and environmental conditions that limit the spread of pests.</p>

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<ul style="list-style-type: none"> - Environmental conditions that limit the spread of pests. 	
<p>3. Monitor and Track Establish an ongoing monitoring and record keeping system for:</p> <ul style="list-style-type: none"> - Regular sampling and assessment of pests; - Surveillance techniques; - Remedial actions taken; and - Assessment of program effectiveness. 	<p>Contractor shall:</p> <ul style="list-style-type: none"> - Establish an ongoing monitoring and record keeping process; - Obtain signature of property manager on tracking results; and - Submit results in electronic format.
<p>4. Set Thresholds for Action Determine, with involvement of residents:</p> <ul style="list-style-type: none"> - Pest population levels – by species – that will be tolerated; and - Thresholds at which pest populations warrant action. 	<p>CMHA has determined that it will not tolerate cockroaches and rodents on its properties due to the health threats posed by these pests and the disruption to the resident comfort. It will not tolerate bedbugs either.</p> <p>The Contractor shall provide technical assistance in setting thresholds for other pests.</p>
<p>5. Improve Non-Pesticide Methods Improve:</p> <ul style="list-style-type: none"> - Mechanical pest management methods; - Sanitation; - Waste management; and - Natural control agents <p>That have been carefully selected as appropriate in light of allergies or cultural preferences of staff or residents.</p>	<p>Contractor shall:</p> <ul style="list-style-type: none"> - Identify methods to improve non-pesticide methods; and - Assess the effectiveness of these methods; - Make recommendations to improve the methods based on the assessment.
<p>6. Prevent Pest Entry and Movement</p> <ul style="list-style-type: none"> - Monitor and maintain structures and grounds including: <ul style="list-style-type: none"> o Sealing cracks; o Eliminating moisture intrusion and accumulation. 	<p>Contractor shall report any problems with this effort and provide technical assistance as needed.</p>

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<ul style="list-style-type: none"> - Add physical barriers to pest entry and movement. 	
<p>7. Educate Residents and Update Leases</p> <ul style="list-style-type: none"> - Develop an outreach/educational program. - Ensure that leases reflect residents' responsibilities for: <ul style="list-style-type: none"> o Proper housekeeping o Reporting presence of pests, leaks, and mold. 	<p>Contractor shall provide residents with educational materials on IPM and specific pests.</p>
<p>8. Enforce Lease</p> <p>Enforce lease provisions regarding resident responsibilities such as:</p> <ul style="list-style-type: none"> - Housekeeping - Sanitation - Trash removal and storage. 	<p>Contractor shall identify in writing residents who are not complying with the lease provisions regarding housekeeping, sanitation, trash removal, trash storage and have failed to adequately prepare unit for the extermination process.</p>
<p>9. Use Pesticides Only When Necessary</p> <p>Use pesticides only when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment, and, as appropriate, notifying the Authority management before application.</p>	<p>Contractor shall:</p> <ul style="list-style-type: none"> - Use pesticides only when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment, and, as appropriate, notifying property management before application. - Provide copy of pesticide label to property manager.
<p>10. Post Signs</p> <p>Provide and post 'Pesticide Use Notification' signs or other warnings.</p>	<p>Contractor shall provide and post 'Pesticide Use Notification' signs or other warnings in coordination with building management.</p>

2.2.2.4 Contractor must follow IPM Pest Control Service Guidelines described below except where Management and Contractor specifically identify situations where it follows alternative Guidelines.

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USE OF PESTICIDES

The Contractor shall adhere to the following rules for pesticide use:

- A. Approved Products:** The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the Contract Manager.
- B. Pesticide Storage:** The Contractor shall not store any pesticide product in the buildings specified in this contract.
- C. Application by Need:** Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area. Requests for preventive pesticide treatments in areas where surveillance indicates a potential insect or rodent infestation will be evaluated by the Contract Manager on a case-by-case basis. Written approval must be granted by the Contract Manager prior to any preventive pesticide application.
- D. Minimization of Risk:** When pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

INSECT CONTROL

- A. Emphasis on Non-Pesticide Methods:** The Contractor in conjunction with the Authority will determine the best approach to address infestation issues in the units. The Contractor must be prepared to employ any of the following non-pesticide methods of control when requested. For example:
 - 1. HEPA Filter Vacuums shall be the standard method for initial cleanouts.
 - 2. Trapping devices rather than pesticide sprays shall be the standard method for indoor fly control and crawling insects.
- B. Application of Insecticides to Cracks and Crevices:** As a general rule, the Contractor shall apply all insecticides as “crack and crevice” treatments as determined by the label, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process.
- C. Application of Insecticides to Exposed Surfaces or as Space Sprays:** Application of insecticides to exposed surfaces or as space sprays (“U.L.V.”, ultra low volume application) shall be restricted to exceptional circumstances where no alternative measures are practical. The Contractor shall obtain approval of the Contract Manager prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while tenant personnel are present. The Contractor

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shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application. *The Contractor shall obtain approval of the Contract Manager prior to any ULV treatment within trash chute rooms to ensure the alarm system has been placed on test mode, doors are marked with signs, and the rooms are secure during and after application.*

- D. Insecticide Bait Formulations:** Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.
- E. Monitoring:** Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

RODENT CONTROL

- A. Indoor Trapping:** As a general rule, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the Contract Manager. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.
- B. Use of Rodenticides:** In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval of the Contract Manager prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.
- C. Use of Bait Boxes:** All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:
 - 1. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
 - 2. The lids of all bait boxes shall be securely locked or fastened shut.
 - 3. All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
 - 4. Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.

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5. All bait boxes shall be labeled on the inside with the Contractor's business name and address, the chemical used, the percent used, and dated by the Contractor's technician at the time of installation and each servicing.

2.2.2.5 Contractor shall submit with its proposal the IPM Plan. If aspects of the IPM Plan (or any revisions) are incomplete or unacceptable, Contractor will have five (5) days to submit a revision after notification.

2.2.3 ACCESS TO PROPERTY. The Authority will provide Contractor with access to the unit(s) as required. The Contractor and their staff must obtain a picture ID badge from the Authority to service this account. The Contractor and its staff will be required to follow the Authority's Key Issuance Policy and Standard Operating Procedure. See Attachment F.

2.2.4 CATEGORIES OF SERVICES. Contractor shall perform the following tasks for the buildings listed in this RFq.

2.2.4.1 Initial Meeting: Conduct an initial inspection during the first month of the contract or when being assigned new properties. The initial inspection is for the contractor to evaluate the needs of the premises and to present findings to the Authority. The Contractor will not charge the Authority for the initial inspection. The following specific points should be addressed:

- Identification of problem areas in and around the building;
- Discussions of effectiveness of previous efforts;
- Contractor access and coordination to all necessary areas;
- Establish locations for routine monitoring in common areas; and
- Information for the contractor of any restrictions or special safety precautions.

2.2.4.2 Routine Inspection: Conduct regularly scheduled inspection services for pests, set out or collect monitoring traps, and treat units for pests as needed. Inspections will be placed on a schedule based on the needs of the property and with the Authority's approval.

2.2.4.3 Emergency Inspection: Conduct inspections and necessary treatment in response to requests by the Authority for corrective action. Emergency Inspections, when requested, are to be performed within eight (8) hours during normal working hours.

2.2.4.4 Call-Back Service: Conduct follow-up inspection in response to resident or staff complaints. Routine call-back service shall be furnished within one (1) workday after receipt of notification by the Authority. Call-back

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service required by the Authority due to contractor negligence will be at no charge.

2.2.4.5 Unit Turnover Service: Conduct intensive inspection and necessary treatment as requested by the Authority when units are prepared for occupancy. These units will typically be existing units changing residents. They may also be new units added to the scope of the contract.

2.2.4.6 Special Service: Conduct inspection and pest control as agreed to by the Contractor and the Authority which is not covered by routine inspections as noted in Section 2.1.1.

2.2.5 INTEGRATED PEST MANAGEMENT (IPM) PLAN. Contractor shall submit with its proposal the IPM Plan. If aspects of the IPM Plan are incomplete or unacceptable, the contractor will have one (1) day to submit a revision after notification. The Contractor shall be responsible for carrying out work according to the approved IPM Plan. At a minimum, the IPM Plan shall consist of the following:

2.2.5.1 Materials and Equipment for Service: The contractor shall provide current labels and Material Safety Data Sheets (MSDS) of pesticides to be used, and brand names of pesticides application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest IPM devices or equipment.

2.2.5.2 Method for Monitoring and Surveillance: The contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessment of pest population levels throughout the term of the contract. This information must include general locations of common area monitoring traps and responsibilities for routinely checking the traps.

2.2.5.3 Service Schedule for Each Building or Site: The Contractor shall provide complete service schedules that include specific day(s) of the week of Contractor visits, and approximate duration of each visit. Contractor's proposal shall assume a monthly treatment per property. Service schedules shall be submitted and approved by the applicable Property Manager upon the awarding of the contract. If more or less frequent visits may be needed based on inspections and trap results, Contractor shall explain the basis for adjusting the service schedule. Except as otherwise agreed, all work at properties under this contract shall be performed between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, and shall not interfere with daily Authority operations.

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- Contractor(s) will notify the Property Manager during normal working hours at least 72-hours prior to the commencement of any treatment.
- Contractor(s) shall commence and end all services on the same workday unless approved in writing by the Authority.
- Contractor within ten (10) days after Contract execution shall issue a schedule for routine pest control services work for each development to the Authority and the appropriate property manager. Such schedule shall list the date and time and building numbers where all work will commence and be completed in its entirety. This schedule once submitted can only be altered with the prior written approval of the property manager or designated representative.

2.2.5.4 Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort: The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

2.2.5.5 Commercial Pesticide Applicator Certificates or Licenses: The Contractor shall identify the personnel providing pest control services, including the pest management supervisor. Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract. All employees servicing this account must be licensed or be a trained serviceperson.

- Supervisor must have an Ohio Commercial Applicator License.
- Licensed supervisor must demonstrate instruction and control over trained serviceperson.
- Licensed applicator must be within 25 miles or available within 2 hours when a pesticide application is being made by the trained serviceperson.
- Licensed applicators providing supervision must be employed by the same company or agency as the trained serviceperson.

2.2.6 UPDATES TO IPM PLAN. Contractor shall receive the concurrence of the Authority prior to implementing any subsequent changes to the approved IPM Plan, including additional or replacement pesticides and on-site service personnel. Contractor shall provide licenses for every contractor employee who will be performing on-site services before the employee begins work on the Authority's property. Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to the Authority's Contracting Officer for approval. (See Section 2.1.13)

2.2.7 CONTRACTOR PERSONNEL. Contractor shall have access to a full-time entomologist who has demonstrated expertise in structural pest control, especially for rodents, bedbugs and cockroaches will be available for routine and

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emergency consultation. Contractor shall provide qualified, professional pest management personnel who:

- 2.2.7.1 Understand current practices in this field and have experience providing pest control services in a residential environment.
- 2.2.7.2 Conduct themselves in a professional and workmanlike manner, with minimal noise and disruption.
- 2.2.7.3 Cooperate with the building occupants to assure the progress of this work.
- 2.2.7.4 Maintain certification as Commercial Pesticide Applicators in the category of residential and institutional pest control services.
- 2.2.7.5 While working at Authority-owned or leased properties, shall wear distinctive uniform clothing that has the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner. ***All vendor personnel will be in a clean, professional uniform.*** The Authority shall provide ID badges for all employees working on the Authority's properties. No employee will be allowed on Authority properties without his/her badge on his/her person. Contractor(s) is to report personnel changes to property managers as they occur and prior to the person reporting to Authority property.
- 2.2.7.6 Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used.
- 2.2.7.7 Use only contractor vehicles identified in accordance with state and local regulations.
- 2.2.7.8 Observes all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas. All restrictions associated with these special areas will be explained to Contractor by the Authority. These restrictions shall be incorporated in Contractor's detailed plan and schedule for the building.
- 2.2.7.9 Will comply with all government regulations as are applicable during the time spent on government property.
- 2.2.7.10 Will be responsible for properly disposing of any materials removed or replaced. At no time shall Contractor place anything in any Authority refuse container. In addition, any areas disturbed by Contractor shall be restored to their original condition.

2.2.8 MINIMUM STANDARDS OF PERFORMANCE

- 2.2.8.1 The contractor's performance will be evaluated in accordance with the approved IPM Plan. If pests appear between scheduled treatment, the contractor may be called back to treat the room(s), or building where the problem occurred. ***The contractor has one treatment to place in writing corrective action of both parts (by PCO and management at CMHA). If the problem persists, the company will perform additional work to correct the problem at no cost to CMHA.***
- 2.2.8.2 If the contractor fails to arrive at the Authority installation within one (1) workday after the request for callback service, the Authority shall have the right to obtain the service elsewhere and the contractor agrees that the actual cost of such service shall be deducted from the contractor's invoice

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covering the period for which the outside service was obtained. This deduction will be supported by a copy of the invoice covering the emergency service obtained elsewhere.

2.2.9 REPORTING. As part of the services provided under this contract, the collection and transmittal of data collected by the contractor during the work is crucial to the effectiveness in managing the IPM. (*The contractor must follow the FIFRA form (Federal Insecticide, Fungicide, Rodenticide Act) to be effective in managing the IPM.*) Contractor must propose reporting and recordkeeping plans to enable the Authority to monitor Contractor's work in a timely and efficient manner. As a minimum, Contractor is required to collect and submit the reports detailed below. The Authority will review and approve report format prior to contract award.

2.2.9.1 Individual Property Reporting (within two days): Upon completion of each treatment cycle at an Authority property, Contractor must submit the extermination log with a spreadsheet summary highlighting troubled areas or units within two days after the treatment cycle. Contractor must submit the report in hard-copy format and by email in electronic spreadsheet format. The hard copy must be signed by the Property Manager or their designee. The Authority will not pay for work that is not documented by this report or for work documented on the report but not signed by the building manager.

2.2.9.2 Treatment Cycle Reporting (within one week): Upon completion of a treatment cycle, Contractor must submit by email a general summary report within one week. The treatment summary reports shall include, but not be limited to the following:

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

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

2.2.10 Contractor must describe past experience with providing vermin and rodent control for public housing authorities or other large property management organizations and include references.

2.2.11 General Requirements

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- 2.2.11.1** Any substitutions, additions, or replacement of personnel from those cited in Contractor's original proposal must be submitted to the Authority for approval.
- 2.2.11.2** Contractor shall provide a current list of individuals responsible for receiving emergency calls, to the Authority. The list will include name, telephone number, and date when list was issued. The list will be updated monthly or when a change occurs. Automatic telephone answering or recording device numbers are not acceptable.
- 2.2.11.3** Contractor must have a minimum of three years professional work related experience in pest control services. Contractor must be licensed by the State of Ohio and the license must be current.
- 2.2.11.4** Contractor(s) must provide, at Contractor(s) own expense, all labor, tools, equipment, chemicals, materials, supplies and transportation, as required to complete pest control tasks/functions at the multi-family units, to include all public, common and dumpster areas of each property with no exceptions. Such routine pest control services are comprehensive in nature and include but are not limited to inspection, flushing, application, baiting, trapping, monitoring, and cleanup of all debris generated by the performed service or services.
- 2.2.11.5** Contractor(s) shall practice acceptable safety precautions, follow industry safety standards, and use only industry approved safety equipment in the performance of all duties. Contractor(s) shall maintain at all times all equipment in proper and safe operating conditions in accordance with the manufacturer's specifications. Contractor(s) must be cognizant of safety at all times and take necessary safety precautions, so as to not cause harm to any persons or property while performing services under this RFQ or any resulting contract.
- 2.2.11.6** Contractor(s) shall exercise extreme caution around residents, pedestrians, pets and property.
- 2.2.11.7** Contractor(s) shall apply all chemicals, in accordance with all applicable laws, rules, codes, regulations and ordinances as well as manufacturer's instructions to include application by a licensed technician when required. Contractor shall only apply chemicals approved and registered by the Environmental Protection Agency and considered safe for use in residential areas. Contractor shall have a program in place to alternate chemical treatments in order to avoid reduction in effectiveness of treatments over time.
- 2.2.11.8** Contractor must submit a list of chemicals to be used in the performance of a contract with their EPA registrations and Material Safety Data Sheets (MSDS sheets) to the Procurement Office.
- 2.2.11.9** Contractor shall notify CMHA Procurement in writing of any change in chemicals prior to application and provide supporting Material Safety Data Sheet (MSDS).
- 2.2.11.10** Contractor shall pay all of its employees, including any and all approved subcontractors, 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.
- 2.2.11.11** Contractor shall exercise care when performing treatment to avoid damage to structure, shrubs, vegetation or any other property to include

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personal property of residents. If damage does occur, Contractor shall replace at his/her own expense.

- 2.2.11.12** Contractor shall replace any employee deemed unacceptable by the Authority, within two (2) business days of written demand.
- 2.2.11.13** Any chemical spills shall be thoroughly cleaned and neutralized. In the event of a hazardous chemical spill, Contractor will notify the Manager immediately and follow notification procedures, as is customary in the industry and bare the total expense for clean-up.
- 2.2.11.14** Contractor shall work with the respective property manager or his/her representative to determine an effective preventative program at each property location or unit identified as having an infestation.
- 2.2.11.15** The Authority will not pay additional cost for any follow up visits within the same month if follow up visits are required due to the actions or inactions of the Contractor.
- 2.2.11.16** Contractor shall respond to the property within 24 hours for any service call outside of the monthly or quarterly pest control service to include holidays, weekends, and after business hours, unless it is deemed an emergency then Contractor shall respond within 8 hours of contact.
- 2.2.11.17** Contractor shall service all vacant units (as requested by Authority management) during regularly scheduled service times. Contractor shall notify the Property Manager of any units where entry is denied and/or is not ready for treatment or cannot be treated and the reason why.

2.1.15 Performance Standards

- 2.2.12.1** For each time the Contractor is late to arrive for a scheduled service, the Contractor's fee may be reduced 10% for that service.
- 2.2.12.2** Failure to perform the required monthly service at a property may result in a 15% reduction of the Contractor's fee for that service.
- 2.2.12.3** Failure to comply with the emergency response time may result in a reduction of the Contractor's fee by 15% for that service.
- 2.2.12.4** Contractor may propose incentives that the Authority may provide to Contractor based on reductions in number of resident complaints and in number of units documented to have no pests.
- 2.2.12.5** The Property Manager or Maintenance Supervisor may waive the fee reductions at their discretion after discussing extenuating circumstances with the Contractor. Such waiver shall be in writing at the time of the service.



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Attachment B: Contractor's Fee Submission Form

The fees shall be a firm fixed price inclusive of all elements required to deliver the services, including but not limited to: employee costs and benefits, clerical support, supplies, materials, licensing, insurance, travel, fuel surcharges, franchise fees, etc. Please note that such cost is inclusive of all elements required to provide these services as specified herein and each fee proposed shall be fully "burdened" with profit and overhead costs.

NOTE: All Costs below are Firm, Fixed Costs.

Type of Unit	Initial Inspection	Routine Inspection	Emergency Inspection	Call-Back Services	Unit-Turnover Service	Special Services
Administrative Offices of Property Sites	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Family Development Units (price per unit)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
High-Rise Units (price per unit)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Scattered Sites (price per unit)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Common areas**	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Price per linear foot	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

** Common areas include all public-accessible areas other than CMHA offices and Administrative Offices (e.g. public bathrooms, kitchens, hallways, recreation areas, lobbies, etc.)

Additional Services

Provide a firm fixed hourly rate for related services

Name/Position	Firm Fixed Hourly Rate
	\$ _____



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	\$ _____
	\$ _____
	\$ _____

Notes and Exclusions:

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: _____, 2020

Company: _____

Address: _____

City, State, Zip _____

Phone: _____ Email: _____

By: _____
(Signature of Offerer)

By: _____ Title: _____
(Print Name)

Fed Tax ID: _____

**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) The Contract Acceptance and Award including Attachments
- c) Contractor's Response subject to any limitations set forth in this Agreement
- d) Contractor form of Agreement, if applicable
- e) 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 must be broken down to include number of hours worked, the rate charged, and materials costs listed separately. 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 Contractors 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 national criminal history checks for Ohio, Indiana, and Kentucky, and 10-panel 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 or 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.



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 Certification for Preference
- 4) Preference Category Acknowledgement S3 Residents

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) 977-5683

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.



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 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 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 Authorized Party _____

Title _____ 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: _____
Company Representative

Date: _____



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: _____
Company Representative

Date: _____



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

2020-8011 Pest Control Services for Asset Management

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 business legal name: _____

(Note: Full business 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	
Attachment D: Section 3 Forms	
Attachment G: Integrated Pest Management Plan	

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: _____, 2020

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: _____



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

SPECIAL ATTENTION OF:

Regional Directors; State and Area
Coordinators; Public Housing Hub
Directors; Program Center Coordinators;
Troubled Agency Recovery Center Directors;
Special Applications Center Director;
Administrators; Offices of Native American
Programs; Public Housing Agencies; Public
Housing; Housing Choice Voucher/Section 8;
Tribally Designated Housing Entities;
Indian Tribes; Resident Management
Corporations

NOTICE: PIH-2011-22

Issued: April 26, 2011

Cross Reference:

24 CFR 903.7(e) (2)

24 CFR 990.165

7 U.S.C. 136r-1 Integrated Pest
Management

This Notice Supersedes

PIH Notice 2009-15, PIH Notice
2008-24, PIH Notice 2007-12

Subject: Promotion of Integrated Pest Management (IPM) as an environmentally-sound, economical and effective means to address a major resident concern.

1. **Purpose.** The purpose of this Notice is to promote and encourage the use of IPM by Public Housing Authorities (PHAs), Indian tribes, Tribal Designated Housing Entities (TDHEs), and owner/agents providing assistance through the HCV program. This notice provides guidance to Public Housing Authorities (PHAs) on the benefits of IPM, additional technical assistance and training opportunities for PHAs. Pest management is integral to the provision of safe and sanitary housing. In accordance with 24 CFR 903.7 (e) (2), PHAs must include in their PHA plans a description of any measures necessary for the prevention or eradication of pest infestations. IPM is an ecological approach using an array of methods to prevent and control pests with reduced reliance on pesticides. Procedures contained within this notice remain in effect until superseded by subsequent HUD Directive or guidance.
2. **Applicability.** This notice applies to PHAs administering the public housing and project based Section 8 program, and may be of interest to Indian tribes/TDHEs as well as owners/agents providing assisted housing through the Housing Choice Voucher (HCV) Program. The decision to use IPM techniques in their ongoing pest control effort is under PHA, Indian tribes/TDHE discretion. 24 CFR 990.165(a) covers cost associated with Project Expense Level (PEL) such as maintenance expenses. IPM is a maintenance expense.
3. **Background.** The goal of IPM as defined by the Environmental Protection Agency (EPA) is to control pests by the most economical long term means, and with the least possible hazard to people, property, and the environment. To undertake IPM, project managers should be committed to ongoing or continuous monitoring and record keeping, educational outreach to residents and staff as well as implementing good communication strategies between residents and building managers. IPM methods include: restricted pest access to

food/water; vigilant sanitation and waste management; mechanical control; physical barriers; structural maintenance; and, where necessary, the judicious use of pesticides.

4. **Fundamentals of IPM.** IPM efforts must involve PHA staff, contractors, residents, and include:

- a. Communicating the PHA's IPM policies and procedures to be provided in the appropriate format to meet the needs of all residents including persons with limited English proficiency and in formats that may be needed for persons who are visually or hearing impaired. This applies to administrative staff, maintenance personnel, and contractors as well.
- b. Identifying the environmental conditions that lead to pests and educating residents.
- c. Identifying pests and immediately reporting the presence of pests.
- d. Establishing an ongoing monitoring and record keeping system for regular sampling and assessment of pests, surveillance techniques, and remedial actions taken, include establishing the assessment criteria for program effectiveness. This is a highly effective preventative measure that can help reduce the possibility of a pest infestation outbreak.
- e. Determining, with the involvement of residents, the pest population levels – by species – that will be tolerated, and setting thresholds at which pest populations warrant action.
- f. Improving waste management and pest management methods.
- g. Selecting the appropriate pesticides and insecticides to use. Some residents may suffer from Multiple Chemical Sensitivity or other Environmental Illnesses.
- h. Ongoing efforts to monitor and maintain structures and grounds (e.g., sealing cracks, eliminating moisture intrusion/accumulation) and adding physical barriers to pest entry and movement.
- i. Developing an outreach/educational program to ensure that leases reflect residents' responsibilities for: (1) proper housekeeping, which includes sanitation upkeep and the reduction of clutter, trash removal and storage, (2) immediately reporting the presence of pests, leaks, and mold, (3) cooperating with PHA specific IPM requirements such as obtaining permission of PHA management before purchasing or applying any pesticides, and (4) avoiding introduction of bed bugs and other pests into buildings on used mattresses and other recycled furniture. See "Preventing and Getting Rid of Bed Bugs Safely," New York City Department of Health and Mental Hygiene <http://www.nyc.gov/html/doh/downloads/pdf/vector/bed-bug-guide.pdf>
- j. Check with local health department to determine if your state has laws for re-used furnishings.
- k. The judicious use of pesticides when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment. Residents should notify PHA management before pesticides are applied.
- l. Providing and posting "Pesticide Use Notification" signs or other warnings.

5. **Health Concerns.** Pests may adversely impact the health of residents and contribute to worsening some diseases, such as allergies and asthma. Cockroaches can cause asthma in children and can transfer disease-causing organisms to food and surfaces they contaminate. Rodents, such as mice and rats, carry disease, can trigger asthma attacks and even cause fires by gnawing through electrical wires. Although bed bugs are not known to transmit infectious diseases, their bites can lead to secondary infections. Bed bugs can cause

emotional distress and sleep deprivation for residents as well. Bed bug infestations can spread quickly and must be treated aggressively. All pest control methods are targeted to protecting the health of residents and staff. Although applying pesticides may be effective in eliminating pest populations, many of these chemicals are associated with health and/or environmental risks, and their use should be minimized if alternative methods exist. This is especially important in buildings housing vulnerable age groups such as children or the elderly and in buildings housing residents with compromised immune systems or who may suffer from Multiple Chemical Sensitivity and other environmental illnesses. Therefore, IPM offers the potential to ensure efficacy of pest elimination while protecting the health of residents, staff and the environment.

6. **Building.** Most of the effective methods of pest elimination, including ongoing repairs, erection of barriers, and monitoring, will extend the useful life of a building and as a result generate significant savings that could offset the costs of the pest control. Many of these non-application methods, including structural maintenance, and inspecting for and repairing leaking pipes and cracks in roofs, walls, and windows are effective in preventing moisture intrusion and accumulation. Additionally, IPM-conscious PHAs assess the need to install physical barriers to both pest entry and pest movement within every structure thereby reducing the spread of pest infestations.
7. **Implementation.** HUD promotes IPM as a pest control method. IPM effectively eliminates pests in safer and long term cost-effective ways than traditional pesticide treatments. IPM frequently has proven to be more effective in reducing pest populations than relying solely on broadcast pesticides. The Boston Housing Authority (BHA) experienced approximately one-third reduction in pest related work orders over multiple years in multiple sites. BHA has maintained this reduction and now uses IPM in all its BHA maintained properties. Continuation of the IPM program after initial development cost is considered preventative maintenance expense and is an eligible program activity under the Public Housing Operating Subsidy as codified at 24 CFR 990.165. Successful IPM requires resident participation through proper housekeeping, reporting of pest infestations, and trash removal. Residents can monitor pest populations and assist in identifying how to eliminate access to food and water for pests. Resident organizations must be prepared to assist residents who need help to follow the IPM policy. HUD encourages PHAs to partner with local pest management organizations.
8. **Procurement of IPM Services.** If a PHA uses an outside contractor for pest control, the PHA's pest control/IPM policies and procedures should be incorporated into the specifications or statement of work for the pest management contract. PHAs using an outside contractor are encouraged to use companies that are trained and certified to provide IPM services either through Green Shield certified (<http://www.greenshieldcertified.org/>) or Green Pro (<http://www.npmagreenpro.org/>). The PHA should also consider training for maintenance staff, residents, Resident Councils as well as PHA administrative staff who oversee housing developments or administer occupancy and rental duties such as unit housekeeping inspections.
9. **PHA Maintenance Staff.** If a PHA uses its own maintenance staff for pest management, proper training in the PHA's IPM procedures is essential. It is especially critical to be trained in the proper treatments methods PHAs can use when treating for bed bugs. The contract administrator for any pest management contract should be trained as well. Successful results rely upon proper implementation; training is therefore of critical

importance. IPM training is available at: <http://www.stoppests.org/> and <http://www.healthyhomestraining.org/ipm/training.htm>.

10. **Area of High Concern, Bed bugs.** As the number of bed bug infestations rise throughout the country, HUD is in the process of developing protocols to address this growing problem. HUD is addressing the unit inspection process as well as developing the tools necessary for PHAs to identify, treat and monitor the effectiveness of bed bug treatments in its portfolio. Identifying, reporting, treating and monitoring pest infestations are all critical components of IPM and are effective in addressing the bed bug problem.
11. **Reference Materials for Implementing IPM.** The below list of IPM practices does not constitute a HUD endorsement of any specific practice, but provides IPM ideas and practices that have been used to improve pest management while reducing unnecessary dependence on pesticides. HUD encourages PHAs, Indian tribes/TDHEs to share their policies, procedures, resident leases, and written case studies so that these may be published on the HUD website for others to read.
 - a. National Center for Healthy Housing: <http://www.healthyhomestraining.org/ipm>
 - b. Bed Bugs: “What’s Working for Bed Bug Control in Multi-family Housing”
http://www.healthyhomestraining.org/ipm/NCHH_Bed_Bug_Control_2-12-10.pdf
<http://pestworld.org/pest-world-blog/the-bed-bug-hub-one-stop-shop-for-bed-bug-information>
 - c. National Pesticide Information Center: <http://www.npic.orst.edu/>
 - d. Integrated Pest Management (IPM), A Guide for Managers and Owners of Affordable Housing, Boston Public Health Commission:
http://http://asthmaregionalcouncil.org/uploads/IPM/asthma_ipm_guide.pdf.
 - e. U.S. Environmental Protection Agency:
 - i. General IPM information <http://www.epa.gov/opp00001/contolling/index.htm>
housing): <http://www.epa.gov/pesticides/ipm>
 - ii. EPA staff contacts: <http://www.epa.gov/pesticides/about/contacts.htm#ipm>
 - iii. List of EPA IPM publications and instructions for ordering documents:
<http://www.epa.gov/oppfead1/Publications/catalog/subpage3.htm>
 - f. Massachusetts Department Agriculture Resources – Building Managers and Landlords:
http://www.mass.gov/agr/pesticides/docs/CIB_Building_Managers.pdf
 - g. HUD funded “Healthy Public Housing Project” conducted by the Harvard School of Public Health In Boston Public Housing, <HTTP://www.hsph.harvard.edu/hphi/>
 - h. Bed Bug Fact Sheets in English and Spanish produced by Dr. Dini Miller,
<http://www.vdacs.virginia.gov/pesticides/bedbugs-facts.shtml>
12. **PHA Case Studies On IPM Application.**
 - i. Cuyahoga Housing Authority:
http://www.healthyhomestraining.org/ipm/Case_Study_Cuyahoga_10-20-07.pdf
 - ii. Boston Housing Authority:
http://www.healthyhomestraining.org/ipm/casestudy_holgate.pdf
 - iii. New York City Department of Health, Columbia University and the New York City Housing Authority: <http://www.beyondpesticides.org/dailynewsblog/?p=1604>

13. For further information contact Leroy Ferguson at (202) 402-2411 or email at Leroy.Ferguson@hud.gov or you can contact the nearest HUD Field Office of Public Housing

within your state. Indian tribes and TDHEs should contact the nearest HUD Office of Native American Programs. Locations of these offices are available on HUD's website at <http://www.hud.gov>.

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