

RFP 2021-5004;
CONTRACT LABOR SERVICES
ATTACHMENT A: SCOPE OF WORK



CMHA (or “the Authority”) is seeking proposals from Contractors with professional competence, experience and licensing that demonstrate the vendor’s abilities to provide Contract Labor Services on an as-needed basis. The Contractor(s) selected by the Authority will be required to follow the Authority policies as specified in this RFP and the CMHA General Terms and Conditions.

The Authority intends to select a pool of Contractors to provide Contract Labor Services. The actual number of pool participants chosen will depend on the number of qualified proposals received.

1.0 SERVICES TO BE PROVIDED

CMHA seeks contract labor services of one or more qualified staffing and recruitment agencies to provide staffing services throughout its various operations as requested by CMHA. CMHA’s staffing requests may be contract, contract-to-hire, and direct placement hires. Offerors may submit proposals to provide **any or all** of the following services:

- Administrative/Clerical Support
- Maintenance/Janitorial/Building and Grounds Specialists

1.1 Provide contract labor services utilizing employees who possess the necessary technical expertise to perform the services listed.

1.2 Provide contract labor services utilizing employees who are sensitive to the cultural diversity of CMHA’s employees and resident population. However, CMHA may secure specialized services, (i.e. accounting, technical, computer, etc.) not immediately or otherwise available through the Agreement(s) from other vendors.

1.3 Provide services in search or recruitment of administrative, clerical support, and maintenance/janitorial job candidates for regular employment.

1.4 Job descriptions will be provided when a staffing request is made.

**RFP 2021-5004;
CONTRACT LABOR SERVICES**



2.0 GENERAL REQUIREMENTS

The selected Contractor(s) shall:

- 2.1** Perform or obtain legally permissible drug testing and back ground checks of prospective contract employees with respect to criminal conviction records driving records, credit history, etc. *(See Section 19.1 of Attachment C-Terms and Conditions.)*
- 2.2** Provide and pay for all Criminal History Background Checks and drug tests for all positions. CMHA will not assign employees to contract positions unless a complete copy of a Criminal History Background Check is received to legally qualify the employee for the position. Each local 3 county criminal history background check shall be performed by the Offeror and shall encompass the previous 10 years. National background checks may be required with some positions. The name and address(es) for each person shall be searched for the previous 10 years. If a person has resided in states other than Ohio, the search must include all such states for the previous 10-year time period. An equivalent search shall be conducted in other states for the previous 15 years. *(See Section 19.1 of Attachment C-Terms and Conditions.)*
- 2.3** Contractor is responsible for all associated expenses.
 - 2.3.1** Ensure that an Employment Eligibility Verification Form (I-9) is completed for each contract employee working at Client's place of business and will retain these documents.
 - 2.3.2** Maintain all personnel files and payroll records for its contract employees.
 - 2.3.3** Have sole responsibility to determine and set the level of fringe benefits for its contract employees.
 - 2.3.4** Withhold tax, and report all taxes and issue each contract employee a W-2 form at the end of each year, as required by law.
 - 2.3.5** Pay its contract employees weekly, in the payroll cycle beginning Saturday through Friday.
 - 2.3.5.1** As long as the employee is paid on a weekly basis, the contractor's payroll schedule is not required to align with CMHA's payroll schedule. For example, the payroll cycle may be Monday to Sunday.

**RFP 2021-5004;
CONTRACT LABOR SERVICES**



- 2.3.6** Maintain unemployment, general liability, worker's compensation, and fidelity insurance with respect to the contract employees provided to the Client. *(See Section 12 of Attachment C-Terms and Conditions.)*
- 2.3.7** Administer all unemployment claims with respect to the contract employees provided to the Client. This includes employment verification for different governmental agencies such as Hamilton County Job and Family Services or CMHA.
- 2.3.8** Have the capability to hire young workers/students (over 14 years) for summer jobs or other contract employment opportunities for youth.
- 2.3.9** Have flexibility to hire candidates under the CMHA Resident Initiative program or Section 3 policies. These include employment opportunities for adults without a high school diploma or driver license, or people with previous non-violent, non-drug and non-sex offender related convictions. The candidates for these programs are selected by qualified personnel of CMHA and referred to the labor service agency to complete the process of recruiting in order to be assigned to CMHA for a job.
- 2.3.10** Provide CMHA with the following types of employees as listed in Section 1.0:
- Administrative/Clerical Support
 - Maintenance/Janitorial/Building and Grounds Specialists

These services are on an as-needed basis and upon request by CMHA. Successful Contractor(s) will be responsible for the hiring, firing, wages, taxes, worker's compensation, benefits, etc. for the contract staffing. Contract staff are considered employees of the Contractor and not CMHAs.

- 2.3.11** For the applicable assignments, pay all of its employees, including any and all approved sub-contractors, at least the legal minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development and Department of Labor Prevailing Wage. The minimum hourly rate of pay, including fringe benefits, which is subject to change, is based upon bargaining unit agreements and/or Federal mandate.

**RFP 2021-5004;
CONTRACT LABOR SERVICES**



2.3.12 Provide CMHA a required weekly invoice submittal which must include an CMHA issued purchase order number and a required weekly listing of all building and grounds personnel utilized by CMHA for any given week. The listing shall include full name, mailing address, and social security number of each employee used, in addition to the hourly rate, plus any applicable fringe benefits paid to each.

2.3.13 Some CMHA positions may require an individual to drive CMHA's vehicles. In these instances, a valid driver's license must be held by the individual in the state of their residence. The individual may have no more than 4 accumulated points in 3 consecutive years. To ensure compliance a driver record search must be conducted.

2.3.14 Advise employees that CMHA will not authorize overtime work for contract employees.

2.3.15 Indicate whether your firm would prohibit CMHA from hiring any of your contract employees other than those recruited by CMHA. Indicate if there would be any fees involved, the amount, and any applicable timelines.

2.3.16 CMHA will establish the hourly rate for the specific workers assigned to CMHA.

2.3.17 Submit a proposed Fee Schedule inclusive of all costs, expenses, and applicable sales and service taxes. The Fee Schedule should be based on an hourly rate for each person assigned to the project including all costs, expenses, and sales and services taxes.

2.4 COVID-19 Requirements for On-Site Work

Contractor personnel entering occupied units must wear PPE (if requested by the resident, if not vaccinated, and/or per CDC guidelines), including but not limited to a mask that covers their mouth and nose. The mask should be worn throughout the entire period of service delivery.

Contractor is to practice social distancing while on site.

In addition, Contractor personnel shall be neat and wear uniforms with the company name and an ID badge. This standard of neatness means Contractor staff must appear at the job site in freshly laundered clothing.

**RFP 2021-5004;
CONTRACT LABOR SERVICES**



CMHA will issue badges to individual Contractor employees with their picture.

2.5 Pool of Contractors

2.5.1 CMHA intends to create a “pool” of Contractors to provide services. The Pool will consist of various Contractors which will be available on an as-needed basis to provide services. The actual number of Pool participants chosen will depend on the number of qualified proposals received.

2.5.2 Proposers selected to participate in the Pool will be assigned work at the discretion of CMHA based on quality of work, availability, manpower and timeliness and will serve in the Pool for a period of one (1) year with the option, at CMHA’s sole discretion, to extend the contract for up to an additional four years for a maximum total of five years. CMHA will attempt to match each assignment to the Pool Participant best suited for a given task. CMHA will also determine the services any contractor will be assigned at any given time or duration. Selection as a participant of the Pool is not a guaranty of the type or number of tasks for which a participant may be selected. Time is of the essence with regard to Pool Participants' availability for and performance of the assignments.

2.5.3 If a Pool Participant is selected to perform one or more work assignments, CMHA will formally request the Pool Participant to perform such work by executing a purchase order. CMHA will provide the scope of work to the contractor before work is to begin. Once the Contractor is awarded an assignment, the services will be scheduled with CMHA. The purchase orders may be issued at any time during the term of the Pool Agreement and the assignment of work projects will be made solely at the discretion of CMHA.

3.0 PERFORMANCE STANDARDS

3.1 Failure to accurately and thoroughly vet candidates for submission may result in a 10% reduction of the invoice and possible rejection of the candidate.

3.2 Contractors must ensure candidates are available for consideration prior to submission (this would mean recent conversation with the candidate and not just pulling from the data base). Failure to adhere to this standard may result in a 10% reduction of the invoice and possible rejection of the candidate.

3.3 Contractors must submit separate invoices of services for different departments. Failure to follow this instruction may result in a \$15 charge per incorrectly submitted invoice.

3.4 Failure to report for work in proper uniform/attire and with an appearance and condition that is neat and professional may result in a penalty of \$15 per service.



**RFP 2021-5004;
CONTRACT LABOR SERVICES**

3.5 Invoices are to be submitted within two weeks after completion of the service (see *Invoicing* in the General Terms and Conditions). If invoices are submitted late, the amount to be paid shall be reduced:

Number of days to submit invoice to CMHA after completion of work or receipt by CMHA in Yardi (whichever is later)	Performance Deduction from Invoice
<30	0%
>30	30%
>60	50%
>90	75%
>120	100% (No payment)

3.6 CMHA reserves the right to deduct 10% from the Contractor(s) invoices for failure to perform according to the specifications of this RFP and any pursuant contract agreement.

3.7 CMHA 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 and may be considered by CMHA in the award of future work under this contract and award of future contracts.

4.0 CONTRACT TERMS

4.1.1 The Authority intends to enter into a one-year contract with the option, at the Authority’s sole discretion, to extend four one-year contracts with the successful offeror(s) selected to provide the services.

4.1.2 Indefinite Quantities Contract (IQC) – The Authority does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, but will reserve the right to award work on an as-needed basis.

4.1.2.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount: As may be further detailed herein, as the ensuing contract will be an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Authority to award the responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and Not-to-exceed



**RFP 2021-5004;
CONTRACT LABOR SERVICES**

Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$100 for each contractor awarded; (b) NMCA: \$2,900,000 annually for the pool of contractors. The Authority reserves the right to adjust these amounts, if in its best interest to do so, prior to contract approval.