

**RFP TP23-1007;
Pest Control Services
ATTACHMENT A: SCOPE OF WORK**

1.0 REQUEST FOR PROPOSALS

TPS 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.

TPS intends to enter into one or more contracts for pest control services at various locations managed by TPS. The locations consist of the properties listed in Attachment B-Fee Form.

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 TPS if it notices unusual levels of the following pests. Contractor is not responsible for their control unless TPS 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

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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 and interior such as:

1. Exterior bait boxes- weekly follow up, tamper-proof/locked.
2. Gas and water lines entering a building, conduit penetrations .
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. Glue traps are prohibited.
5. The contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses within 4 hours of notification. Rodent infestations and rodent entrapment (dead or alive) are to be considered emergencies.

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 TPS 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 G for the Guidance. The Guidance identifies ten elements of an effective IPM program.

2.2.2.2 TPS seeks a Contractor who will provide pest control services as described in Attachment G (and below) for each of the ten elements. Contractor must provide services in a manner that demonstrates sensitivity to the fact that TPS 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:

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HUD IPM Program Elements	Contractor Must Provide the Following Services:
<p>1. Communicate Policies Communicate TPS’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 - Environmental conditions that limit the spread of pests. 	<p>Contractor shall identify pests and environmental conditions that limit the spread of pests.</p>
<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>TPS 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>

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<p>5. Improve Non-Pesticide Methods</p> <p>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. - Add physical barriers to pest entry and movement. 	<p>Contractor shall report any problems with this effort and provide technical assistance as needed.</p>
<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</p>	<p>Contractor shall:</p> <ul style="list-style-type: none"> - Use pesticides only when necessary, with preference for products

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<p>producing the desired level of effectiveness, pose the least harm to human health and the environment, and, as appropriate, notifying TPS management before application.</p>	<p>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.</p> <ul style="list-style-type: none"> - Provide copy of pesticide label to property manager.
<p>10. Post Signs 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. IPM is therefore

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 TPS will determine the best approach to address

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infestation issues in the units. The Contractor must be prepared to employ any of the following non-pesticide methods of control during the service of any infestation of bedbugs or roaches. 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 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 Property 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. Containment: To eliminate pest (Roaches, Bedbugs, etc.) it may be necessary as part of the pest control plan to place belongings in totes or bags to eliminate possible harborages. Should this become necessary as part of the treatment plan, the pest control operators will have the expertise to safely use Nuvan Strips or a like-safe product to eliminate any pest that may have been unknowingly placed in the containers.

F. 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

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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. The removal of entrapped rodents and/or the removal of rodent carcasses is to be considered an emergency with a 4-hour response time.

- 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. These will be provided as part of the Rodent elimination process. 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.
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.
6. Sticky traps are strictly prohibited for rodent eradication.

2.2.2.5 Contractor shall submit with its proposal the IPM Plan. The IPM and the implementation of the plan must be included in the pricing. 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. TPS will provide Contractor with access to the unit(s) as required. The Contractor and their staff must obtain a picture ID badge from TPS to service this account. The Contractor and its staff will be required to

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follow TPS's Key Issuance Policy and Standard Operating Procedure. See Attachment H.

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

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 TPS. The Contractor will not charge TPS 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/Extermination: 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 one-time needs or quarterly, bi-monthly, or monthly schedule based on the needs of the property and with TPS's approval. Based on information provided by the contractor, follow-up inspections will be scheduled and considered as routine services.

2.2.4.3 Emergency Inspection/Extermination: Conduct inspections and necessary treatment in response to requests by TPS for corrective action. Emergency Inspections, when requested, are to be performed within four (4) 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 TPS. Call-back service required by TPS 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 TPS 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 TPS which is not covered by routine inspections as noted in Section 2.1.1.

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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.

2.2.5.1.1 Contractor shall negotiate with Property Managers ahead of service for materials not exclusive to scope.

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. Sticky traps are strictly prohibited for rodent eradication.

2.2.5.2 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 Saturday, and shall not interfere with daily TPS operations.

- 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 TPS.
- Contractor within ten (10) days after Contract execution shall issue a schedule for routine pest control services work for each development to TPS and the appropriate property manager. Such schedule shall list the date and time and building numbers where all work will

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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.

- Contractor will provide the property manager with tenant preparation and education list for all services to be conducted at the property. The tenant preparation and education list is subject to TPS approval.

2.2.5.3 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.

2.2.5.4 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 TPS 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 TPS's property. Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to TPS's Contracting Officer for approval.

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 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.

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- 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 TPS-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.** TPS shall provide ID badges for all employees working on TPS's properties. No employee will be allowed on TPS 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 TPS property.
- 2.2.7.6 The contractor will be financially responsible for any lost badge or key.
- 2.2.7.7 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.
- 2.2.7.8 Use only contractor vehicles identified in accordance with state and local regulations.
- 2.2.7.9 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 TPS. These restrictions shall be incorporated in Contractor's detailed plan and schedule for the building.
- 2.2.7.10 Will comply with all government regulations as are applicable during the time spent on government property.
- 2.2.7.11 Will be responsible for properly disposing of any materials removed or replaced. At no time shall Contractor place anything in any TPS 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 or rodent appears 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 TPS). If the problem persists beyond four treatments, the company will perform additional work to correct the problem at no cost to TPS.**
- 2.2.8.2 If the contractor fails to arrive at TPS installation within one (1) workday after the request for callback service, TPS 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 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

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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 TPS 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. TPS will review and approve report format prior to contract award.

2.2.9.1 Individual Property Reporting: Upon completion of each treatment cycle at an TPS property, Contractor must submit the completed work order form provided by the property manager or their designee. The work order must include the date and time of service, the name of the employee completing the service, information on areas inspected and chemical used, indicate the level of infestation and if any follow up is required to eradicate the infestation.

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

2.2.11.1 Any substitutions, additions, or replacement of personnel from those cited in Contractor's original proposal must be submitted to TPS for approval.

2.2.11.2 Contractor shall provide a current list of individuals responsible for receiving emergency calls, to TPS. 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.**

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- 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 RFP 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 TPS 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 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 TPS, 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.

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- 2.2.11.15** TPS 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 TPS 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.

3.0 Performance Standards

- 3.1** Contractor(s) shall arrive at the location ready to commence work. Contractor arrival to the location for emergency calls shall be within one (1) hour after notification by TPS, which may include nights, weekends, and holidays and within two (2) hours for all others. Contractor(s) shall call or check-in with the TPS representative who assigned the work within thirty (30) minutes of initial call or notification of need for service and provide estimated time to be on property. Failure to adhere to this standard will reduce the fee by 25%. If a contingency exists that will not allow for arrival on time, Contractor must call the TPS contact to explain to avoid the penalty
- 3.2** In the event of a schedule conflict, vendors will service CMHA first. Failure to do so will result in the vendor being sent a Notice to Cure to complete the service. If the vendor does not complete the service within the date specified on the Notice, another vendor may be contacted to perform the service. Per Section 2.4 of the General Terms and Conditions, three warnings (Notices) will result in vendor termination. (This situation is avoidable by arranging a schedule with the Property Manager for services.)
- 3.3** Failure to complete services properly and in accordance with industry standard will result in at \$50 penalty per incident in addition to either returning to properly complete the services or reducing the fees by the cost to have another contractor complete the services properly.
- 3.4** Failure to complete services within the agreed-upon timeframe will result in a penalty of \$25 per day in which the service is not completed unless a contingency exists in which case you must call your TPS contact and explain.
- 3.5** Failure to ensure that incident/work orders are completed in their entirety and uploaded to Vendor Café no later than 7:00 AM the next day after completion of the work order will result in a penalty of \$25 per incident/work order.
- 3.6** Failure to report for work in proper uniform and with an appearance and condition that is neat and professional may result in a penalty of \$15 per service.
- 3.7** 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:

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

3.8 TPS 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.

4.0 The Authority’s Motto and Gold Performance Standards

In 2012, the Authority implemented its motto “Being an Asset to Hamilton County” in addition to establishing Gold Performance Standards which consist of the principles and values by which the Agency performs and how our partners, vendors, contractors and consultants are measured. The Gold Performance Standards are:

<i>Respect</i>	<i>Timely</i>	<i>Exceptional</i>	<i>Initiative</i>
<i>Excellent</i>	<i>Quality</i>	<i>Accurate</i>	<i>Integrity</i>
<i>Value</i>	<i>Creativity</i>	<i>Accountability</i>	<i>Professionalism</i>

TPS has adopted this policy. It is TPS’s intent that the contractor will also adhere to these standards.

5.0 Contract Terms

6.1 Contract Term

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

5.2 Indefinite Quantities Contract (IQC) TPS 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.

5.2.1 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

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regulation, requires TPS to award the responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$100; (b) NMCA: \$60,000 annually. TPS reserves the right to adjust these amounts, if in its best interest to do so, prior to contract approval.