



ADDENDUM #1

Request for Proposals
Supplemental Transportation Services
Solicitation No. 2024-1024

Originally Issued February 22, 2024

Addendum 1 – Issued March 12, 2024

To Offerors:

The following additions, deductions, changes and corrections to the proposal and specifications for the above referenced project shall hereby be incorporated into the work, and their affect on the proposal shall be reflected in the Offeror's proposal. Offerors shall also verify this fact by indicating the receipt of the addendum in their proposal.

CHANGES:

The attached contract is added as a reference attachment to Attachment A Scope of Work.

QUESTIONS:

1. Can companies that have smaller capacity vehicles Like sedans, SUVs, and Wheelchair accessible vehicles participate in this RFP?
Yes. Please see Attachment A Scope of Work sections 2.2 and 2.3.
2. Who is your current transportation provider or providers?
Executive Transportation, Inc.
3. What are the current rates with your current vendor? Any amendments or Addendums?
Please see attached contract.
4. Are you currently paying price increases for Fuel surcharges?
No.

1627 WESTERN AVENUE, CINCINNATI, OHIO 45214

Phone: (513) 333-0670 Fax: (513) 977-5606 TDD: (513) 977-5807 Website: www.cintimha.com

Equal Opportunity Employer, Equal Housing Opportunities

5. Can you please provide a copy of the transportation agreement with the current vendor in addition to the certificate of insurance provided by your current vendor?
Please see attached contract. Insurance certificate will not be provided.
6. Can you please provide samples of invoices from your current transportation provider?
This will not be provided.
7. Can we submit our bid price form, base fee plus mileage?
No. Please see Attachment B Fee Submission Form. Fee must be an all-inclusive fixed fee.
8. What's the insurance limits and requirements?
Please see Attachment C Terms and Conditions, Section 12.

END OF ADDENDUM TO DATE 3/12/24

CINCINNATI METROPOLITAN HOUSING AUTHORITY

CONTRACT ACCEPTANCE AND AWARD

FOR

2022-8037 Transportation Services

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

Vendor

Full business legal name: Executive Transportation, Inc.

(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	<i>Richard Bravo</i>
Attachment B: Fee Submission Form	<i>Richard Bravo</i>
Attachment C: Small Purchase Contract Terms and Conditions	<i>Richard Bravo</i>

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: MARCH 23, 2022

Company: Executive Transportation, Inc.

By: Richard Bravo
(Authorized Signature)

By: Richard Bravo Title: VP of Operations
(Print Name)

Award by CMHA

Term of Contract 4/1/22 to 3/31/23

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.

**Gregory
Johnson**

Digitally signed by
Gregory Johnson
Date: 2022.03.29
16:52:47 -04'00'

Cincinnati Metropolitan Housing Authority

Date: _____



QSP 2022-8037; Transportation Services

Attachment A: Scope of Work

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

Cincinnati Metropolitan Housing Authority and its instrumentality, Touchstone Property Services (hereafter “CMHA”) is seeking quotes from qualified, licensed independent Contractor(s) with demonstrated professional competence and experience to provide transportation services by private owned carriers for both intrastate and interstate travel. Note that interstate travel will be limited to adjoining states only. From time to time, CMHA requires transportation services for employees, residents, and/or visitors. For example, transportation services in the past have been required for resident transportation to monthly meetings at the CMHA campus, property tours for employees or visitors, and transportation between seminars and the CMHA campus.

CMHA shall endeavor to ensure Contractor has a minimum of three (3) working days’ notice for each trip request. However, there may be instances when less than three days is available.

CMHA reserves the right to create a “pool” of Contractor(s). The actual number of pool participants chosen will depend on the number of qualified quotes received and the vehicles offered by the Contractor(s).

1.1 EQUIPMENT

- 1.1.1** Contractor may be requested to provide charter buses. Charter buses shall be at least equivalent to a 40’ motor coach (may be greater) with a minimum seating capacity of 38 passengers (may be greater). School buses are not equivalent.
- 1.1.2** Contractor may be requested to provide charter vans. Charter vans should have a minimum seating capacity of 8 passengers (may be greater).
- 1.1.3** Contractor may be requested to provide charter cars for one or two persons.
- 1.1.4** Vehicles shall not be older than 15 years, without written approval of CMHA. Contractor is to provide a list by license plate number, vehicle identification number (VIN), size (length/width/height), passenger capacity, model year of vehicle, and make. Additionally, identify which vehicles include passenger seat belts. Seat belts are preferred but not required. Seat belts which are originally installed or installed after-market are acceptable. Identify which vehicles and number of vehicles that have seat belts (if any) in your vehicle list requested. Identify which vehicles have handicap accessibility features.
- 1.1.5** Contractor is to guarantee that the vehicle(s) is a non-smoking environment and smoke free.
- 1.1.6** Typically, service will be confined to Hamilton County, Ohio.



QSP 2022-8037; Transportation Services

- 1.1.7** Typically, cargo will not be required for the service.
- 1.1.8** The Contractor must have sufficient fleet to compensate for mechanical breakdowns. Should mechanical breakdowns or accidents prevent continuation of trip with the original equipment, it shall be the Contractor's responsibility to provide alternate transportation and make every reasonable effort to maintain original schedule. The procedures in place for roadside emergencies may be requested for evaluation purposes. The Contractor's failure to provide procedures upon request may result in rejection of offer.
- 1.1.9** CMHA reserves the right to inspect and reject all vehicles used in executing this contract. Such inspection may include a review of state required maintenance records, safety equipment, tires, glass, general appearance and cleanliness, and any other area that could affect the safety and comfort of passengers. Material deficiencies shall result in a written cure notice or, at the determination of CMHA, may result in the immediate termination of the contract and/or reduction in the total contract price of up to twenty (20%) of the trip in question.
- 1.1.10** The vehicle provided for service on the confirmed date must:
- be well maintained and in good condition (not dented, scratched or damaged);
 - be clean, have clean windows, and a clean interior that smells fresh;
 - newer vehicles are preferred, but cannot be older than 15 years;
 - have the required seating capacity and storage capacity;
 - have operable parts and amenities such as heating and air conditioning.
- Contractor is to describe their equipment quality standards and describe what remedy/compensation would be provided to CMHA should a vehicle be provided that falls below the required quality standards.

1.2 MAINTENANCE

- 1.2.1** The Contractor shall be solely responsible for and shall describe how they will comply with these requirements:
- the maintenance of its vehicle fleet in accordance with federal and state regulations;
 - keeping all vehicles clean and sanitary in compliance with public safety and health regulations;
 - its drivers keeping the vehicles clean and maintained while on trips

1.3 SERVICE LEVEL REQUIREMENTS

- 1.3.1** Contractor is to describe their service level standards, customer service features, their plan to provide customer service, and describe what remedy/compensation would be provided to CMHA should service levels fall below these standards.
- 1.3.2** Contractor is to describe customer service training provided for all of their employees and their plan to provide exemplary customer service, and



QSP 2022-8037; Transportation Services

describe what remedy/compensation would be provided to CMHA should exemplary customer service levels fall below these standards.

- 1.3.3** Contractor is to describe their customer complaint mitigation and escalation process for service level issues.
- 1.3.4** Contractor shall schedule vehicle(s) to arrive early enough to provide for approximately 20 minutes prior to departure time. Boarding and off-loading will take place mainly at CMHA's main campus at 1627 Western Avenue. CMHA will specify the location of boarding and off-loading at time of trip confirmation.
- 1.3.5** Barring unforeseen road conditions, vehicles should maintain "on-time" status at all times. Delays in the vehicle operation that are deemed to be the respondent or their employees' fault will be considered unacceptable and may be cause for reduction of the charter cost to CMHA and may put Contractor in default.
- 1.3.6** Passenger capacity and cargo capacity will be specified at the time of request.
- 1.3.7** It is the Contractor's responsibility to provide service ensuring on-time schedule performance. The Contractor shall make all reasonable efforts to ensure that any delay is as short as possible. Should substitute vehicle equipment be required, it must be equivalent to the required capacity and be able to meet the requirements of the scheduled trip. When and if schedule delays or equipment substitutions are necessary due to mechanical problems of the vehicle, the Contractor shall make every immediate effort to remedy the situation and communicate the remedy to the trip contact person, as well as to CMHA.
- 1.3.8** Contractor's administrative support staff, drivers and management shall at all times provide exemplary customer service and communicate in a professional manner with respect and courtesy given to all CMHA representatives.
- 1.3.9** The Contractor:
 - Shall provide sufficient numbers and sets of fully qualified and licensed drivers as legally required to perform the work and duties as set forth under the contract;
 - Shall not allow trip interruptions due to driver availability;
 - Shall provide drivers who effectively communicate with the customer and can provide route and schedule assurance through proficiency with following driving directions, map reading and route planning tools currently available such as Global Positioning Satellite (GPS) or similar prior to the commencement of the trip and during the trip;
 - Shall not be dependent upon customers for trip directions and/or navigation;



QSP 2022-8037; Transportation Services

- Shall demonstrate exemplary customer service and professional conduct;
- Shall not demonstrate any unprofessional conduct, use of inappropriate language, intimidating behavior, and/or personal or sexual harassment.
- Shall not eat, drink, smoke, read (including road maps or trip itineraries), write in log books, wear a headset/listening device, send or receive text messages, or use a cell phone while operating the vehicle except in the event of a bona fide emergency. In all instances, drivers are expected to pull off the road before engaging in such activities.
- Shall not, under any circumstance, pick up any passengers during the trip that are not part of the CMHA approved travel group.
- Shall provide drivers who are properly licensed and trained on equipment to be operated. Drivers must be fluent in the English language.
- Shall ensure drivers have prior knowledge of the trip itinerary and have a route planned. If the vehicle is equipped with an installed radio communication system or GPS or other navigation system, Drivers trained in its safe operation may use such equipment in accordance with company policy. Drivers shall be knowledgeable of preventive measures to keep inclement weather from adversely affecting scheduled trip.

Any such unprofessional conduct demonstrated will be reported by CMHA and shall be immediately corrected by Contractor. Such conduct may result in contract default and termination.

- 1.3.10** Contractor shall describe their cancellation policy and any cancellation penalties when trips are cancelled by CMHA.
- 1.3.11** Conversely, CMHA reserves the right to assess the contractor damages should the Contractor fail to provide equal notice of cancellation of equipment and/or trip. The amount of the damages which may be assessed to the contractor shall be equal to the charges to be paid by CMHA for cancellation, plus any costs incurred by CMHA in obtaining an alternate carrier to include the difference in fees.
- 1.3.12** Contractor shall provide a brief trip report to CMHA within five (5) days of trip or at the time of invoicing, whichever comes first, stating any problems which occurred during the trip. This report should address service issues, vehicle performance, passenger conduct, emergencies (if any), quality or service problems for discussion with CMHA to determine if any remedy is required. The Report shall be provided to the Procurement Officer.



QSP 2022-8037; Transportation Services

1.4 GENERAL REQUIREMENTS

- 1.4.1** Contractor(s) shall provide uniforms and ID Badges identifying Contractor for all employees working on CMHA's properties. No employees will be allowed on CMHA's properties out of uniform and without his/her ID badge on his/her person. Contractor(s) must submit a picture of the uniform and a sample of his/her ID badge if requested by CMHA.
- 1.4.2** Contractor's personnel shall be neat and conduct all work in a professional and efficient manner. If any employee of Contractor is deemed unacceptable by CMHA, Contractor shall immediately replace such personnel with an acceptable substitute to CMHA.
- 1.4.3** Contractor(s) shall inform CMHA Procurement within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email addresses.
- 1.4.4** Fees: Contractor shall be responsible for providing a firm fixed charter rates pricing that includes, but is not limited to, all of the following:
 - 1.4.4.1** Vehicle dispatch services, fuel and oil, scheduled and unscheduled repair and maintenance, all ground services including parking, handling, baggage, cargo, security screening and inspections;
 - 1.4.4.2** All handling fees, navigation charges, customs, immigration, agriculture, and any related charges, including per-passenger fee, overtime charges, service charges of all types, customs duties on spare parts, and any fines or penalties imposed by government agencies;
 - 1.4.4.3** All loss and damage claims for passenger injury, baggage and cargo;
 - 1.4.4.4** All taxes, fees, passenger facility charges, security charges, and all charges normally assessed on a per-passenger basis or based on transportation revenue, which are imposed by any governmental authority, including but not limited to departure taxes, head tax, excise taxes, sales taxes, use or transnational taxes or fees imposed on the sale or use of any goods, services or facilities, including but not limited to federal, state, provincial, and local sales and use taxes, value added-taxes, and service fees;
 - 1.4.4.5** Arrange and administer the positioning and repositioning of drivers;
 - 1.4.4.6** Assure security ID for drivers, maintenance/operations personnel, and any other employees of the carrier, at bases of operations and layover points.
 - 1.4.4.7** Payment of wages of all categories of charter employees shall be responsibility of contractor and therefore considered and built into the Charter Rates.



QSP 2022-8037; Transportation Services

1.5 CONTRACTOR RESPONSIBILITIES

The Contractor warrants that it will abide by all regulations, standards, and rules of Federal and State government agencies as applied to maintenance and operation of vehicle(s) used for transport. Contractor has at its own expense as a matter of standard business practice, verified that the operating carrier is duly licensed by the governing agencies, and as a result is obligated by law to maintain the vehicle(s) in good order and repair, document and assure that the replacement in or on said vehicle of any and all parts, equipment, appliances, instruments, or accessories which may be worn out, lost, destroyed, confiscated or rendered unfit for use. Contractor's other property, maintenance and repairs shall be properly documented, and in good repair and operating condition.

1.6 PERFORMANCE STANDARDS

- 1.6.1 Failure to complete the service within the agreed-upon timeframe which includes arrival and departure times will result in a penalty of a 10% reduction on the invoice unless a contingency exists in which case you must call your CMHA contact and explain.
- 1.6.2 Failure to treat transported individuals with respect and common courtesy will result in a 20% reduction on the invoice unless a contingency exists in which case you must call your CMHA contact and explain.
- 1.6.3 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.
- 1.6.4 Failure to comply with all of the requirements in the resulting contract and/or the requirements in the purchase order may result in a reduction of the consultant's fee by 10% for that service
- 1.6.5 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)



QSP 2022-8037; Transportation Services

1.6.6 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.

2.0 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>

It is the Authority’s intent that the contractor will also adhere to these standards.



**QSP 2022-8037;
Transportation Services**

Attachment B: Contractor's Fee Submission Form

Provide the bus/van/vehicle information and fees below:

Vehicle Type (e.g., Bus, Van, etc.) and Manufacturer (WRITE IN)	Service and Firm, Fixed Fee			Year/ Model	# of Seats	Handicap- ped access (Yes/No)
	Minimum trip charge*	The cost for each hour of service authorized by CMHA (including the minimum trip charge).	The cost associated with canceled services.			
MCI-47 PAX	\$ <u>775.50</u>	\$ <u>135.00</u>	\$ <u>100.00</u>	2010-2020	47	NO
CHAMPION	\$ <u>715.00</u>	\$ <u>125.00</u>	\$ <u>100.00</u>	2016-2019	24	YES
CHEVROLET EXPRESS	\$ <u>187.50</u>	\$ <u>93.75</u>	\$ <u>0</u>	2015-2020	7	NO
CADILLAC SEDAN	\$ <u>162.50</u>	\$ <u>81.25</u>	\$ <u>0</u>	2018-2020	3	NO
	\$ _____	\$ _____	\$ _____			
	\$ _____	\$ _____	\$ _____			
	\$ _____	\$ _____	\$ _____			

* The cost should include furnishing the bus, driver, fuel, materials, and equipment necessary to provide the bus transportation services as required by this QSP and no additional compensation will be allowed.

COMMENTS ON FEES (ABOVE TABLE):

Motorcoach rates are for five (5) consecutive hours of service. Van rates are for two (2) hours of consecutive

 service. Sedan rates are for two (2) hours of consecutive service.

Offerors shall provide a list of all drivers employed under a potential contract. Any driver(s) not listed may not be used until approved by CMHA Procurement.

DRIVER CERTIFICATIONS		
Name	Ohio Drivers License #	Expiration Date
See Attached Excel Spreadsheet		

EXECUTIVE TRANSPORTATION
1/15/22-23
VEHICLE SCHEDULE

Year	Make	Model	Vehicle ID Number
2009	Chev	CK20003	1G6GK24R6WZ272505
2012	Chevrolet	Van	1GAZG1FG6C1130286
2013	Chev	Van	1GAZG1FG1D1159017
2014	Chev	Van	1GAZG1FG4E1108838
2014	Chev	Van	1GAZG1FG9E1185799
2014	Cadillac	XTS	2G61L5G30E9266148
2014	Cadillac	XTS	2G61L5S32E9742899
2015	Cadillac	sdn	2G61L5S34F9155152
2015	Chev	Van	1GAZG1FG7F1205811
2015	Chev	Van	1GAZG1FG6F1205993
2015	Chevrolet	Suburban	1GNSKKKC1FR253135
2015	Chevrolet	Suburban	1GNSKKKC7FR141150
2015	Cadillac	XTS	2G61L5S39F9191158
2015	Chevrolet	Suburban	1GNSKKKC5FR719603
2015	Chev	Van	1GAZG1FG0F1233871
2015	Chevrolet	Suburban	1GNSKKKCXFR599023
2015	Chev	Van	1GAZG1FGXF1195579
2016	Chev	Express	1GAWGEFF0G1309589
2016	Chev	Van	1GAWGEFF3G1148994
2016	Chev	Van	1GAWGEFF5G1311516
2016	Cadillac	XTS	2G61L5S33G9109670
2016	Chev	Van	1GAWGEFF7G1308150
2016	Cadillac	XTS	2G61L5S36G9210878
2016	Chev	Van	1GAWGEFF9G1151043
2016	Chev	Van	1GAWGEFFXG1147700
2016	Chev	Express	1GAWGEFF1G1309746
2016	Chev	Van	1GAWGEFF1G1312534
2016	Cadillac	XTS	2G61L5S39G9102125
2016	Chev	Van	1GAWGEFFXG1149754
2016	Cadillac	XTS	2G61L5S31G9101356
2016	Chev	Van	1GAWGEFFXG1149723
2016	Cadillac	XTS	2G61L5S3XG9193566
2016	Cadillac	XTS	2G61L5S35G9141469
2016	Cadillac	XTS	2G61L5S34G9209681
2016	Cadillac	XTS	2G61L5S34G9113257
2016	Cadillac	XTS	2G61L5S37G9124012
2016	Chev	Express	1GAZGPF4G1252007
2017	Chev	Express	1GAWGEFF7H1296406
2017	Cadillac	XTS	2G61L5S35H9162565
2017	Chev	Express	1GAWGEFF9H1295905
2017	Chev	Express	1GAWGEFF4H1296329
2017	Chev	Express	1GAWGEFF0H1290351
2017	Dodge	Grand Caravan	2C7WDGBG8HR828710
2017	Chev	Express	1GAZGPFFXH1294321

2017	Chev	Express	1GAWGEFF9H1289800
2017	Chev	Express	1GAWGEFF7H1294185
2017	Chev	Express	1GAWGEFF0H1293427
2017	Chev	Express	1GAWGEFF1H1293016
2017	Cadillac	XTS	2G61L5S39H9187887
2017	Chev	Express	1GAWGEFF3H1298413
2017	Dodge	Grand Caravan	2C7WDGBG8HR838542
2017	Chev	Express	1GAWGEFF8H1295572
2017	Cadillac	XTS	2G61L5S34H9138015
2018	Cadillac	XTS	2G61L5S37J9146910
2018	Cadillac	XTS	2G61L5S36J9175959
2018	Chev	Express	1GAWGEFP8J1342064
2018	Chev	Express	1GAWGEFP9J1343028
2018	Chev	Express	1GAWGEFP3J1341906
2018	Cadillac	XTS	2G61L5S37J9151279
2019	Chev	Express	1GAWGEFG2K1310390
2019	Dodge	Van	2C7WDGBG6KR699731
2019	Cadillac	XTS	2G61L5S3XK9129097
2019	Dodge	Grand Caravan	2C7WDGBG0KR538582
2019	Dodge	Grand Caravan	2C7WDGBG1KR614861
2019	Chev	Express	1GAWGEFG1K1309621
2019	Cadillac	XTS	2G61L5S32K9142572
2019	Chev	Express	1GAWGEFG4K1307491
2019	Chev	Express	1GAWGEFG0K1308850
2019	Dodge	Grand Caravan	2C7WDGBG3KR801454
2019	Chev	G3500	1GAZGNFG8K1210744
2019	Chev	Express	1GAWGEFG3K1309345
2019	Dodge	Grand Caravan	2C7WDGBG0KR800987
2019	Dodge	Grand Caravan	2C7WDGBG7KR801103
2019	Dodge	Caravan	2C7WDGBG4KR795387
2016	Chev	Suburban	1GNSKJKC3GR436273
2019	Chev	Van	1GAZGPF2K1153288

**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) Invoices shall be submitted via VendorCafe after the Purchase Order has been received.
- 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 accounts payable@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.