



SOLICITATION TYPE: Request for Proposals (RFP)

DESCRIPTION: Pest Control Services

RFP NUMBER: RFP# 18-R011

ISSUE DATE: Monday, July 16, 2018

PRE-PROPOSAL CONFERENCE CALL: Thursday, July 26, 2018, 10:00 AM ET
Call in Number: 1-800-977-8002
Participants Code: 9950119#

PROPOSAL DUE DATE & TIME: Thursday, August 7, 2018 3:00 PM ET

ONLINE UPLOAD ONLY: Sherry Tobin, Manager
Procurement and Contracts
Lucas Metropolitan Housing Authority (LMHA)

DIRECT INQUIRIES TO: James Miller
Maintenance Supervisor
419-392-3637
jmiller@lucasmha.org

SECTION 3 INQUIRIES: Martice Bishop
mbishop@lucasmha.org

Note: All inquiries must be received via email, no later 12:00 P.M. Eastern Time Monday, July 30, 2018. All Proposals are subject to the Conditions, Instructions, Requirements and the Specifications attached hereto. These documents are available at web address: www.lucasmha.org.

All proposers shall be required to meet the Affirmative Action requirements and Equal Employment Opportunity requirements as described in Executive Order #11246. Each proposer must ensure that all employees and applicants for employment are not discriminated against because of their race, color, religion, sex, military status, national origin, disability, pregnancy, genetic information, age, ancestry, religious creed, handicap or sexual orientation. The responsibility for submitting a response to this RFP at the Lucas Metropolitan Housing Authority on or before the stated time and date will be solely and strictly the responsibility of the respondent.

RFP
REQUEST FOR PROPOSALS
#18-R011

Pest Control Services



Prepared by: Lucas Metropolitan Housing Authority
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Demetria M. Simpson
President and Chief Executive Officer (CEO)

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REQUIREMENTS & SPECIFICATIONS

Project Overview:

The Lucas Metropolitan Housing Authority (LMHA) seeks proposals from qualified, licensed and bonded entities to provide pest control and bed bug inspection and treatment services. The ensuing contract shall be an indefinite quantity contract (IQC), whereas the Agency will call upon the ensuing contractor to perform the required work as proposed in the proposer's response to this RFP. Contracts shall be for a 15-month period with the option for three (3) additional one-year extensions solely at the discretion of LMHA, not to exceed five (5) years, total.

SCOPE OF SERVICES

PART ONE: GENERAL PEST CONTROL SERVICES

General pest control services shall include, but are not limited to, the treatment of the following pests:

- Ants
- Bees
- Crickets
- Flies
- Wasps
- Earwigs
- Silverfish
- Water bugs
- Cockroaches
- Fleas
- Spiders
- Rodents (including rats, mice, squirrels, etc.)

General Pest Control Specifications: Contractors shall perform pest control duties as described below for specific incidents of suspected or confirmed infestation. Contractors are notified that the below specifications are not inclusive of all services that may need to be provided for specific inspection and/or treatment services.

Insect Control: The contractor shall use non-pesticide methods of control wherever possible. As a rule, the contractor shall apply insecticides as "crack and crevice" treatments only, defined in the ensuing contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process.

Application of insecticides to exposed surfaces or as space sprays ("fogging") shall be restricted to exceptional circumstances where no alternative measures are practical. 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.

Rodent Control: Rodent control shall include the effective control of rats, mice, and other rodents in all buildings under this contract. When necessary to install rodent bait boxes, the contractor will supply a written or electronic report to LMHA, which indicates the box location, date of installation and removal. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations. The lids of all bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved. Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box. All bait boxes shall be labeled on the inside with the contractor's business name, address and phone number, and must be dated by the contractor's technician at the time of installation and each servicing.

Other Pest: The contractor shall report the presence and location of infestations of any other pest not otherwise included in this bid, when identified.

Treatment Specifications: The Contractor shall provide general insect treatment services at each LMHA site development at a minimum of two times per year. Upon signing of contracts, the contractor shall provide to LMHA site personnel a schedule, indicating the dates of which treatment will occur.

Additional monthly treatments shall be required on a case by case basis. The Contractor shall be provided a list of units that need treatment, which shall be based upon resident notification or LMHA determination of the need of service. When units become vacant or if a severe pest control issue needs immediate attention, LMHA will contact the Contractor to perform services as needed. The Contractor shall be required to schedule the visit to remediate the situation within two (2) days.

- **General Treatment:** The contractor shall keep the manager fully informed of all pertinent issues during the treatment process, and shall submit, in writing, within three (3) business days of all problems relating to the treatment process or of any note-worthy conditions within the development that pertain to or affect the pest control treatment process. At the completion of each treatment the contractor shall obtain the signature of the LMHA manager on the Contractor's work order form, thus affirming that all work listed thereon was completed to the manager's satisfaction. A copy of this form shall be submitted by the contractor along with the billing invoice the contractor submits to the LMHA accounts payable office for payment.

- **Evaluation and Quality Assurance:** The pest control services performed will be subject to inspection by LMHA. LMHA shall notify the contractor of any reported problems and the Contractor shall correct any deficiencies within twenty-four (24) business hours.
 - **Call-back Response:** All “call-backs” and ensuing additional treatment(s) during any guarantee period shall be at “no charge” to LMHA, unless an action by LMHA or an LMHA resident (i.e. denied entry; poor housekeeping; etc.), documented by the contractor at the original time of occurrence and delivered to LMHA in a timely manner, precluded the contractor from being able to guarantee the original service—in this case the contractor shall be entitled to additional payment for the additional service.

Unsanitary Conditions: The contractor shall inform LMHA property managers, in writing, of any unsanitary conditions that effectively negates the pest treatments being performed.

Clean-out Charges: On a unit by unit basis, LMHA will consider extra charges from the contractor for required treatment of a unit that may be extraordinarily infected. Such charges will be agreed upon by LMHA and the contractor prior to the contractor beginning such service.

Vacancy Treatment: LMHA may, from time-to-time, negate the effectiveness of the pest control treatment in a unit by painting over the treated areas. LMHA shall retain the right to require the contractor to return to any such unit or area and again provide the treatment at the applicable unit price proposed for that unit/area.

Additional General Pest Control and Bed Bug Services: It is possible that during the term of the ensuing contract LMHA may have need of additional services from the contractor that have not been detailed herein or within the ensuing contract. Such work shall be calculated through mutual negotiation, using the information submitted by the contractor, including the proposed fees submitted by the contractor.

Emergency Treatment: Contractor shall respond within 24 hours of notification on all emergency requests which may arise between scheduled treatments. Additional fees will not be charged for emergency calls if the request for pest control of pests is already covered under contract. LMHA will receive a 30-day warranty for services received for which additional charges are made.

Addition and Deletion of Building(s): LMHA reserves the right to increase or decrease locations where services are rendered as it sees fit. Additions or deletions of buildings may be

made to the contract on an as needed basis. This will be done on a building-by-building basis at the same price bid on other comparable sized buildings.

LMHA also reserves the right to make this contract known to our affiliates, Westridge and Lucas Housing Services Corp. (LHSC) at the same price bid.

Contact Information: LMHA shall be provided a telephone number, preferably toll-free if available, to a poison control center in the event of a suspected poisoning.

Warranty: The contractor warrants to LMHA that all services will be of the quality and performed in a manner consistent with industry practice.

Licensing and Performance: The contractor shall be licensed by the State of Ohio to provide pest control in the categories specified in this RFP. Copies of all licenses (business and specialty) must be on file in the Procurement Department of the Lucas Metropolitan Housing Authority, prior to contractor starting work.

- The contractor and pest control personnel shall maintain the highest standards of conduct and integrity while on facility premises.
- Pest control technicians shall wear a distinct uniform shirt with the company's name displayed and present a clean, neat and professional appearance.
- The contractor's technicians shall wear proper company identification when servicing the facilities.
- The contractor shall supply and insure that each service technician assigned to the facilities maintains the necessary and required equipment for the safe use and application of pesticides if same are required by conditions.
- The contractor shall be responsible for the orientation of replacement personnel who are not familiar with the facilities to be serviced.

Materials: Any materials used shall conform to all Federal and State laws and regulations and shall be acceptable to the facility management. Approval of materials will not be unreasonably withheld.

- Pesticides shall be used with all due precautions to prevent the possibility of accidents or exposure of humans, domestic animals, pets, property and any unintended environmental consequences.

- No pesticide shall be used in any program required by this bid in any manner inconsistent with its labeling. All pesticides used in the pest control programs covered by this bid shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to.
- The contractor shall provide current labels and material safety data sheets (**SDS**) for all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment and any other pest control devices or equipment that may be used to provide pest control services.
- This information must be provided as follows:
 - 1 copy to Property Manager
 - 1 copy to Manager of Procurement and Contracts
 - 1 copy to Asset Management Department
- Whenever possible, especially in sensitive areas, low human toxicity pesticides such as insect growth regulators (IGR's) or baits shall be used. Any "Restricted Use Pesticides" used are to be applied only by certified applicators. It is the intent of LMHA to minimize the use of toxic substances.

Safety: Safety is the overall responsibility of the contractor. The contractor shall observe all safety precautions throughout the performance of this contract. All work shall be in strict accordance with all applicable Federal, State and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will be applied.

The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

PART TWO: BED BUG INSPECTION AND TREATMENT

LMHA service providers perform approximately forty-five treatments per month at various LMHA properties using both chemical and thermal/heat treatments. LMHA is seeking the following services regarding bed bug treatment and inspection:

- Thermal remediation of bed bugs by various treatment methods (glycol, propane, or electric-based heating system [that is independent of LMHA provided electricity]) to heat treat at various locations. The locations consist of approximately 2700 dwelling units, to include high-rise (up to 11-stories), multi-family complexes and single-family homes owned by LMHA. Methods of treatment should have the capacity to heat an area ranging from 352 to 2,500 square feet.

- Chemical Remediation of bed bugs by various chemical treatment methods (containing the following EPA approved active ingredients: Resmethrin, Phenothrin, Esfenvalerate, Pyrethrins, Pyriproxyfen, Cyphenothrin, S-Hydroprene) that are intended to be used for the whole home.
- Thermal and Chemical remediation – as described in the previous paragraphs in this sub-section.

Bed Bug Treatment and Inspection General Specifications: LMHA has determined that it will control bed bugs using both chemical and thermal remediation that is acceptable to and in compliance with both the U.S. Department of Housing and Urban Development and Environmental Protection Agency. All chemicals used MUST be EPA approved for residential use.

Contractor must provide services in a manner that demonstrates sensitivity to the fact that LMHA properties are primarily residential in nature and puts the needs of the residents as the foremost priority.

Bed Bug Treatment and Inspection Experience/Qualifications: Contractors shall demonstrate their experience and qualifications by providing information about the following within their RFP submittal:

- Provide experience in use of heat treatment equipment.
- Provide a listing of other firms and individuals who have utilized any of the various heat treatments and include dollar amounts.
- Provide a minimum three (3) references, which compare to the services being solicited by this RFP
 - Contractors must complete the Reference Release Form attached to this RFP
 - If the Contractor has worked with LMHA in performing duties as described, Contractors are notified that only ONE (1) reference may be from an LMHA staff person.

Bed Bug Treatment and Inspection Capability/Availability: Contractors shall provide a time-line/schedule to deliver services to LMHA as defined in the LMHA Bed Bug Policy. Units testing positive for bed bugs will be treated either chemically or thermally. Adjacent units will be chemically treated as a preventative measure. Contractors shall also:

- Provided services in compliance with the LMHA Bed Bug Policy.

- Provide a minimum 90-day warranty on treatments.
- Provide Contractor's service locations to include local offices.
- Provide main contact office and staff member for LMHA account.

Categories of Service: LMHA is requesting pricing based upon unit cost. LMHA has vacant units that will be included in this contract. Contractor shall perform the following tasks for the buildings listed in this RFP:

- **Initial Inspection:** Conduct an initial inspection for bed bugs. The initial inspection is for the contractor to evaluate the needs of the premises and to present findings to LMHA. The following specific points should be addressed:
 - Identification of problem areas in and around the building;
 - Identification of problem units, including the extent of the problem and recommendations for resolving problems;
 - Discussions of effectiveness of previous efforts;
 - Contractor access and coordination to all necessary areas;
 - Information for the contractor of any restrictions or special safety precautions.
 - Emergency Inspection: Conduct inspections and necessary treatment in response to requests by LMHA for corrective action. Emergency Inspections, when requested, are to be performed within eight (8) hours during normal working hours.
- **Treatment:** Treat units for bed bugs as needed. Conduct follow-up inspection at necessary interval as specified in the LMHA Bedbug Policy. **Contractor pricing must include initial treatment with four follow-up inspections and/or treatments at no extra cost.** These follow-up inspections and/or treatments shall be performed in 10 days, 30 days, 60 days and, 90 days. Call-back service required by LMHA due to contractor negligence will be at no charge.

Contractor Personnel: Contractor shall provide qualified, professional pest management personnel who:

- Understand current practices in this field and have experience providing bedbug control and remediation services in a residential environment.
- Conduct themselves in a professional and workmanlike manner, with minimal noise and disruption.
- Cooperate with the building occupants to assure the progress of this work.

- Maintain current mandatory certification for thermal applications in the category of residential and commercial bedbug control services (if applicable).
- Maintain current mandatory certification for pesticide application in the category of residential and commercial bedbug control services (if applicable).
- While working at LMHA-owned, leased or managed properties, shall wear distinctive uniform clothing that has the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner.
- 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.
- Use only contractor vehicles identified in accordance with state and local regulations.
- Observes all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.
- Will comply with all regulations, as applicable, during the time spent on LMHA property.
- Obtain building passes, if needed, as supplied by LMHA or appropriate property manager.

Minimum Standards of Performance: The contractor's performance will be evaluated in accordance with the LMHA Bedbug policy and effectiveness of the remediation treatments. If pests appear between scheduled treatment and inspection dates, the contractor may be called back to treat the room(s), or building where the problem occurred, at no cost to LMHA.

If the contractor fails to arrive at an LMHA property within one (1) workday (defined as 8:30am – 5:00pm Monday through Friday, excluding LMHA holidays) after the request for call-back service, LMHA 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.

Reporting: As part of the services provided under this contract, the collection and transmittal of data collected by the contractor during the work is crucial to the effectiveness LMHA's bedbug control and remediation program. Contractor must propose reporting and

recordkeeping plans to enable LMHA to monitor Contractor's work in a timely and efficient manner. At a minimum, Contractor is required to collect and submit the reports detailed below. LMHA will review and approve report format prior to contract award.

- **Individual Property Reporting (within 3 working days):** Upon completion of inspection at each LMHA property, Contractor will submit the inspection log with a spreadsheet summary highlighting troubled areas or units within 3 working days after the inspection. Contractor must submit the report in hard-copy format and by email in electronic spreadsheet format. The property manager must sign the hard copy. LMHA will not pay for work that is not documented by this report or for work documented on the report but not signed by the building manager.
 - Brief narrative discussing the findings as they relate to an increase or new infestations by unit or 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 procedure.

- **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:
 - Listing remediation method used.
 - Listing of all chemicals used including EPA registration number.
 - Brief narrative discussing the treatment used by apartment address, 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 procedure.
 - Schedule for follow-up treatment plans.

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.

Additional Information Pertaining to this RFP

Proposed Services: Proposers are not required to provide pricing for all services included within this RFP. If the service provider does not provide specific services, the Proposer shall provide pricing only for those items (ex: Service provider does not perform thermal/heat treatments for bed bugs. In this case, the Proposer shall provide pricing for chemical treatment only).

Invoicing: The pricing provided by the ensuing Contractor(s) to LMHA shall be entered into an electronic catalog of services for Pest Control and Bed Bug Inspection and Treatment Services. As such, Contractors must invoice the amounts as shown within their fee schedules with the ensuing contracts. Invoices that do not adhere to fee schedule categories and designations may be rejected by LMHA staff. Contractors shall be advised to revise incorrect invoices and re-submit for payment.

Service Days/Times: The contractor will perform services during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. For the purpose of this RFP, regular working days are defined as between 8:30am and 5:00pm, Monday through Friday, except on observed LMHA holidays.

Poison Control: LMHA shall be provided a telephone number, preferably toll-free if available, to a poison control center in the event of a suspected poisoning.

Warranty: The contractor warrants to LMHA that all services will be of the quality and performed in a manner consistent with industry practice.

GENERAL INFORMATION

Introduction

Lucas Metropolitan Housing Authority (LMHA) has provided housing opportunities to Lucas, Fulton, Wood and Monroe county residents for over 80 years. It was established in 1933 as one of the first Public Housing Authorities to be chartered and is among the fifty largest PHA's in the United States. Governed by a five-member Board of Commissioners serving staggering five-year terms, the Commissioners are appointed as following; two appointed by the Mayor, one appointed by the County Commissioners, one appointed by the Common Pleas Court and one appointed by the Probate Court. LMHA is also governed by the municipal law governing conflict of interest, open public meetings, public information and rules of conduct for public officials, among many others. The agency is committed to serving individuals and families that receive less than 30 percent of the area median income by providing and preserving public housing units, creating a safer and healthier environment, and improving the quality of life for residents.

LMHA owns and manages approximately 2,700 public housing units and administers 4,391 federal Housing Choice rental assistance vouchers. The Housing Choice Voucher Program has achieved high performer status.

LMHA is committed to a goal of thirty-five percent of all contract funds being awarded to Minority Business Enterprises (MBE). The firms submitting proposals are encouraged to include MBE participation to the maximum extent possible.

Green Procurement

LMHA is committed to purchasing products and services that meet the local, state, and national environmental goals. Purchasing preference (whenever feasible) will be given to products that:

Decrease greenhouse gas emissions or are made with renewable energy;

Decrease the use of toxins detrimental to human health and to the environment;

Contain the highest possible percentage of post-consumer recycled content (a finished material that would normally be thrown away as solid waste at the end of its life cycle, and does not include manufacturing or converting wastes);

Limit air, land, and/or water pollution;

Reduce the amount of waste they produce;

Are reusable or contain reusable parts (rechargeable batteries, refillable pens, etc.); or

Are multifunctional (i.e., scanner/copier/printers, multipurpose cleaners) and serve to decrease the total number of products purchased.

If feasible, preference will also be given to suppliers who offer environmentally preferable products, who work to exceed their environmental performance expectations, and who can show documentation of their supply-chain impacts.

LMHA hopes to engage producers and suppliers of products and services it uses to utilize business practices that reduce negative environmental impact.

OSHA Hazard Communication Standard

The Occupational Safety & Health Administration (OSHA) Hazard Communication Standard (29CFR 1910.1200) states that contractors/suppliers must be informed of the hazardous chemicals their employees may be exposed to while performing their work and any appropriate protective measures. To comply with this requirement, Lucas Metropolitan Housing Authority has developed a list of all the hazardous chemicals known to be present in our facility. A Safety Data Sheet (SDS) is also on file for each of the chemicals and / or hazardous substances. This information is available to you and to your employees upon request.

To protect the safety and health of our own employees, contractors/supplies must provide (upon request) an SDS on any hazardous chemical (s) or material (s) which they bring into the facility. Failure to provide this information in a timely manner will result in the removal of the contractor/supplier from the premises.

Each employer is also responsible for notifying any subcontractor they employ regarding the requirements of OSHA Hazard Communication Standard and other provisions described in this notice.

Each contractor is responsible for identifying conditions where Personal Protection Equipment (PPE) is required, and they are to furnish the necessary filtering face pieces, gloves, masks, eye protection, coveralls, steel toed shoes or any other type of gear that will keep their employees safe from a hazardous condition.

AFFH Compliance

The parties agree to affirmatively further fair housing. For purposes of the AFFH rule, the duty to “affirmatively further fair housing” means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.

LMHA Reservation of Rights

LMHA reserves the right to:

- Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
- Not to award a contract pursuant to this RFP.
- Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- Determine the days, hours and locations that the successful proposal(s) shall provide the services called for in this RFP and the right to increase or decrease sites and locations as LMHA desires.
- Retain all proposals submitted and not permit withdrawal for a period of 90 days after the deadline for receiving proposals without the written consent of LMHA.
- Negotiate the fees proposed by the bidder entity.
- Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- Have no obligation to compensate any bidder for any costs incurred in responding to this RFP.
- Make an award to multiple proposals (including joint ventures).
- Select a proposal(s) for specific purposes or for any combination of specific purposes
- To defer the selection and award of any proposer(s) to a time of LMHA’s choosing.
- At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the nahro.economicengine.com Internet System (hereinafter, the “noted Internet System” or the “System”) and by

downloading this document or by reviewing the RFP received via email, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform LMHA in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by LMHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve LMHA, but not the prospective proposer, of any responsibility pertaining to such issue.

- LMHA reserves the right to withhold payment of invoices if in their opinion the work is not completed to Agency satisfaction.
- Cancellation of the ensuing contract may be done at any time for unsatisfactory work, untimely service, or any other reason deemed necessary by LMHA.

Contractor Right to Debriefing and Protests

It is LMHA's policy to resolve all procurement and contractual issues informally at the Authority level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the Authority level. HUD will only review protests in cases involving violations of Federal law or regulations or failure of the Authority to review a complaint or protest.

Any actual or prospective contractor may protest the solicitation or award of a contract only for serious violations of the principles of LMHA's Statement of Procurement. All protests shall be in writing. If the protest is regarding the solicitation, the notice of protest must be received prior to the solicitation deadline. If the protest is regarding award, the notice of protest must be received within ten (10) business days after the issuance of the award notice. A written protest shall contain, at a minimum, the name, address and phone number of the protester; identification of the procurement, including solicitation or contract number; a statement of the reasons for the protest; supporting exhibits, evidence, or documents to substantiate any arguments; and the form of relief requested. LMHA shall issue a decision as expeditiously as possible after receiving all relevant information requested.

Upon the conclusion of the solicitation period and issuance of the Award Notice, Offerors shall have the right to a debriefing. The request for a debriefing meeting must be made within ten (10) days of the date listed on the Award Notice. The debriefing meeting may be held either by phone or in-person at LMHA's office. If the debriefing is in-person, travel expenses shall be the sole responsibility of the Offeror and not LMHA.

Vendor Disclosures

Vendor must provide disclosure of any pending or threatened court actions and/or claims against the Vendor. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal.

Conflict of Interest

No vendor will promise or give to any LMHA employee anything of value that could influence that employee in their decision on awarding contracts. No vendor will try to influence an employee of LMHA to violate any procurement policies of the agency, the Ohio Revised code, or Federal Procurement Regulations.

Applicable Statutes, Regulations and Orders

Proposer(s) shall comply with all statutes, rules, regulations, and executive orders affecting procurements by Housing Authorities, including Copeland "Anti-Kickback" Act (18 USC 874), Fair Labor Standards Act (29 USC 201 et Seq.), etc. A full list may be obtained from the Procurement Department.

Record Retention Policy

Contractor shall retain all books, documents, papers and records pertaining to an awarded contract for three (3) years after final payment and all other pending matters are closed.

Proof of Insurance for Contractors and Vendors

Workers' Compensation:

1. LMHA requires that contractors and vendors supply LMHA with a current Workers' Compensation Certificate.
2. LMHA requires that the Workers' Compensation Certificate be valid for the term of the contract.
3. Contractors and vendors will immediately provide verification of coverage for the contract term.

General and Commercial Liability:

1. Contractor agrees to name **LMHA** as an **additional insured** on its general and commercial liability policy, which shall be primary to LMHA's general liability policy, and any other insurance policy as determined by LMHA that is relevant to the contract scope of work.
2. These policies shall also be primary to and non-contributory to LMHA's General Liability policy.
3. Contractors and subcontractors shall name LMHA as an additional insured on their General Liability policy, and any other insurance policy as determined by LMHA that is relevant to the contract scope of work.
4. Contractor and subcontractor shall indemnify LMHA, to the fullest extent provided by law, for any and all claims arising out of the contractor's and subcontractor's performance of this contract.

5. Contractor and subcontractor shall provide proof of General Liability insurance coverage with combined single limit for bodily injury and property damage not less than \$1million per occurrence.
6. LMHA reserves the right to request a copy of the contractor's and subcontractor's full insurance policies and applicable endorsements.
7. Contractors and subcontractors must maintain the insurance policies that were submitted during the entire length of the contract.

Insurance Automobile Liability:

Contractors and subcontractors shall provide proof of Automobile insurance of owned and non-owned vehicles used on the sites or in connection therewith for combined single limit for bodily injury and property damage not less than \$500,000 per occurrence.

Indemnity:

Contractors and vendors agree to indemnify LMHA, to the fullest extent provided by law, for any and all claims arising out of their performance of the contracts.

Processing:

LMHA's Manager of Procurement shall be responsible for obtaining proof of the listed above documents and ensuring that LMHA contracts have the appropriate indemnifications.

Vendor Examination of the RFP

Vendors are expected to be familiar with the entire RFP. The vendor is expected to respond to the RFP in a manner that makes it clear they understand and have responded to all sections of the RFP.

If a vendor discovers any mistakes or omissions in the RFP they must notify LMHA's Contact Person in writing. Clarifications and corrections will be sent to all vendors who have registered with the agency for the RFP.

Changes to RFP

LMHA may make changes to this RFP by addendum, which shall be posted at <https://nahro.economicengine.com>.

Availability of Funds

This RFP and all agency contracts are contingent upon the availability of funds. If, during the RFP process, funds are not available for the proposed services, the RFP process will be

canceled. The vendor will be notified at the earliest possible time. LMHA is not required to compensate the vendor for any expenses incurred as a result of the RFP process.

Non-Appropriation Clause

The proposed services will be subject to termination in the subsequent fiscal years if the sufficient funds are not appropriated and budgeted or are not otherwise available to continue making payments for the equipment or other services performing similar functions and services.

Termination

LMHA reserves the right to terminate an agreement without prior notification for reasons it deems in the best interest of LMHA. If terminated, LMHA will notify the contractor of the termination in writing by certified mail, return receipt requested, and shall pay contractor for services rendered prior to contractor’s receipt of the Notice of the Agreement Termination.

Holidays

LMHA recognizes the following holidays as vacation days for its employees:

- | | |
|-----------------------------------|------------------------|
| New Year’s Day | Columbus Day |
| Dr. Martin Luther King, Jr.’s Day | Veteran’s Day |
| President’s Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Eve |
| Labor Day | Christmas Day |
| | New Year’s Eve |

TERMS & CONDITIONS

The RFP and the commitments made in the selected proposal will be contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award.

Type of Contract

The evaluation of proposals submitted in response to this RFP may result in the issuance of a contract. The contract will incorporate the requirements of the RFP, the vendor’s proposal, and all other agreements that may be reached.

The proposer shall be responsible for the execution of the project/program and contract requirements.

If subcontracting shall be involved in this contract the proposer shall clearly describe the responsibilities of each party and the assurances of the performance, you offer. The subcontractor will be a responsible contractor, having a business license and a license to perform the work for which he is subcontracting. The subcontractor must provide a certificate of insurance with the same criteria as the proposer. LMHA reserves the right to final approval of the use of a subcontractor.

The successful vendor's proposal, this RFP, HUD documents and other applicable addenda will become part of the final contract and will merge into the contract.

Contract Period – Funding & Invoicing

Contracts shall be for a 15-month period with the option for three (3) additional one-year extensions solely at the discretion of LMHA, not to exceed five (5) years, total. Requests for payment shall be subject to the requirements of HUD 5370. LMHA payment terms are N30. Payment by LMHA is made within 30 days of receipt of invoices and any required documentation.

All invoices require the following mandatory submittals for approval:

- Purchase Order Number
- Date of Service
- Property Name
- Service Address
- Description of Service(s) Provided
- Who ordered the service (dept or name)
- Invoice Number
- Invoice Date

Additionally, all invoices require electronic submittals for approval. Please adhere to the submission procedure below:

Go to LMHA website – www.lucasmha.org , select “*Business Partners*” at the top, *Doing Business with LMHA*. The first menu item is Vendor Invoice Submission, click on ‘Vendor Invoice Submission Portal’, and fill out the cover sheet. Attach your invoice to the cover sheet. Make sure that you have a purchase order number.

Invoices not submitted as directed above will result in delay of payment.

Confidentiality & Security

Any vendor that has access to confidential information will be required to keep that information confidential.

SUBMITTING PROPOSALS

Preparation of Proposal

Proposals must provide a clear picture of the vendor's qualifications to provide the services required in the RFP. The vendor should respond to the RFP instructions and requirements. The proposal must include all costs that relate to the responses submitted.

All proposals become the property of LMHA to use. All proposals will be considered public information and will be open for inspection.

All Proposers will be evaluated on a point system for technical and price factors. Proposers shall submit, as a part of the proposal package, evidence of the following:

- Evidence of the proposer's experience in providing services to other public housing agencies or similar public entities as described herein.
- Proof of the proposer's qualifications to include copies of all licenses and certifications of staff that may be assigned to work for LMHA.

The Proposer is solely responsible for submitting all documentation to substantiate those items listed above. Failure to submit adequate documentation may result in a lower score or no points awarded for that item. Proposers are encouraged to expand on the information required.

Proposal Cost

The cost of creating proposals is the responsibility of the vendor and shall not be chargeable to LMHA. The vendor must guarantee the pricing listed in the proposal will remain in effect for a minimum of 365 days after the proposal submission date.

False or Misleading Statements

Proposals containing false or misleading statements may be rejected.

Vendor Representative's Signature

An officer of the Respondent, who is legally authorized to enter into a contractual relationship on behalf of the Respondent, must sign the submission package, and Respondent(s) must affix the organization's corporate seal to these documents. In the absence of a corporate seal, a

Notary Public must notarize the submission package signature. The signature must indicate the title or position the individual holds in the vendor's organization.

Delivery of Proposals

An electronic PDF file is to be submitted to the attention of "Sherry Tobin, Manager, Procurement & Contracts".

Proceed to the LMHA website – www.lucasmha.org , select "*Business Partners*" at the top, then Procurement under *Doing Business with LMHA*. Under *Open Solicitations & Bids*, click on "*Submit a Proposal*", and fill out the cover sheet. Attach your PDF proposal to the cover sheet.

The completed submission package must be received by the time and date listed on the cover of this RFP. Proposals received after the deadline will not be considered. Submissions delivered by any other method (to include U.S. Mail, courier or fax) will not be accepted.

All vendors must carefully review their final proposals. Once the file has been opened, proposals cannot be changed; with the exception that LMHA may request information or respond to inquiries for clarification purpose only.

All vendors submitting a proposal must agree to honor the terms and conditions contained herein for the life of the contract.

Proposal Details

The detailed proposal must include information as follows:

1. Submission Contents:

The proposal shall be divided into sections, as follows;

- Section A – Letter of Transmittal
- Section B – Organization
- Section C – Statement of Qualifications and Experience
- Section D – Supporting Materials
- Section E – Scope of Services
- Section F – Cost Proposal
- Section G – MBE/WBE Participation
- Section H – References
- Section I – Exhibits

Acceptance and Rejection of Proposals

LMHA reserves the right to accept or reject any or all proposals, to take exception to the RFP specifications, or to waive any formality. Firms may be excluded from further consideration for failure to comply with the specifications of this RFP. The recommendation of LMHA staff, LMHA President and Chief Executive Officer, as well as LMHA's Board of Commissioners shall be final.

Withdrawal of Proposal

Proposals may be withdrawn by written request dispatched by the Respondent in time for delivery in the normal course of business prior to the proposal due date and time. Negligence on the part of the Respondent in preparing the required documents confers no right of withdrawal or modification of proposal data after such documents are opened.

Evaluation and Award of Contract

The Competitive Negotiation Process will be used to select the agreement award, beginning with the highest ranked firm. LMHA reserves the right to negotiate an agreement with individual (s), firm (s), or organization (s) that provide the greatest benefit to LMHA, not necessarily the lowest price. Firms in the competitive range may be required to be interviewed by the evaluation panel.

LMHA will select the respondent that is the most advantageous to LMHA based upon the evaluation criteria stated herein. LMHA reserves the right to negotiate price and other factors with any acceptable respondent.

LMHA reserves the right to waive any minor irregularity or technicalities in the proposals received. LMHA reserves the right to award without discussion (s) and may make an award to multiple vendors. The Request for Proposals selective process will involve the ranking of proposers by the appointed LMHA evaluation committee. Once the proposals have been evaluated, LMHA will negotiate with the Respondent (s) who fall within the competitive range. Fees for these services will be a negotiation factor as well as any other relevant factor identified by the evaluation committee.

Initial Proposal Review

The review process will be conducted in two parts. The preliminary review will consist of a review to be sure the proposal meets the minimum requirements (and mandatory conditions) specified in the RFP. If they do not, they will be rejected.

Proposals in response to the RFP must meet the following requirements:

- **The proposal must be received electronically as indicated in the RFP no later than the time and date listed on the cover of this proposal.** Proposals not received at the designated address by the specified date may be rejected.

- Proposal signed by authorized vendor representative.
- Proposals that pass this initial review will be considered a valid proposal and will move on to the final review. Those that do not will be filed as rejected.

Final Review

- All valid proposals will be reviewed, evaluated, and rated by the Review Committee. The Review Committee will be composed of LMHA staff.
- The Review Committee will evaluate each proposal against the criteria in the RFP. During the review, the Committee may request additional information from the vendor. Such information requests and vendor's responses must always be in writing.
- All qualified proposals shall be reviewed by the Review Committee using the included evaluation criteria sheet. The number of evaluation points for each section varies according to the value assigned for that aspect of the program.

The Review Committee members may request information from sources other than the written proposal to evaluate vendor's programs. Other sources of information may include oral presentations by vendors, written responses to clarifying questions posed by the Review Committee, vendor's history/experience in providing similar services, and contacting the references that the vendor has provided.

Review Committee member rating sheets will be used to focus discussion. The final composite Evaluation Rating Sheet that includes the prioritized vendor's rankings will be maintained on file by LMHA. The result of the review process is a prioritized list from best to least.

Written notification will be made to all vendors who submitted a proposal. In awarding the contract, LMHA's evaluation will include, but will not be limited to:

- Criteria for the Stage 1 review;
- Strength and stability of the vendor to provide the requested services;
- Ability to meet the project/program time lines;
- Overall responsiveness and completeness of the proposal as well as the likelihood that, in LMHA's opinion and at LMHA's discretion, the proposal best meets or exceeds LMHA's specifications;
- Scope of service being proposed;
- Customer references;
- Cost of proposed service;
- Any other factors considered relevant by LMHA and demonstrated by the proposal or investigation by LMHA; and

- Experience with a similar project/program of comparable size and scope

Responsive proposers will be notified of their non-selection after the preferred vendor is notified. If the successful vendor fails to execute the contract, LMHA may award the contract to another vendor whose proposal met the requirements of the RFP and any addenda. The period of time within which such an award of the contract may be made shall be subject to the written agreement between LMHA and the vendor.

Contractor Selections

LMHA reserves the right to make an award based solely on the respondent or to negotiate further with one or more contractors. The contractor selected for the award will be chosen on the basis of the greatest benefit to the Authority, not necessarily on the basis of the lowest price.

EVALUATION CRITERIA

The selective process will involve the ranking of proposals by the appointed LMHA evaluation committee.

Evaluation criteria to be used in reviewing proposals and their respective weights are as follows:

General Evaluation Criteria Point Value (Total: 100 Points Maximum)

Max Value	FACTOR DESCRIPTION
25	No. 1: Capacity, Demonstrated Quality of Performance and Past Record of Professional Experience in undertaking assignments similar to those described in the Scope of Services. The proposer’s Technical Capabilities (in terms of personnel, equipment and materials, and certifications).
25	No. 2: Completeness of Proposal and Demonstrated Grasp of Performance Expectations of services to be performed under Scope of Services.
40	No. 3: Itemized Proposal Budget (price) to provide the services required.
10	No. 4: Qualifications of the staff who will provide services including resumes, licenses, educations, client and business references, government, non-profit and housing authority experience, and technical expertise in the areas requested per the scope.
Max Value 100	Total Points (Other than Section 3 Business Preference of Compliance Points)

Section 3 Requirements

Section 3 requirements apply to all projects and activities funded in whole or in part with covered funds. If any HUD funding is used for the project/activity, then the entire project budget is then subject to Section 3 requirements.

Section 3 requirements do not apply to any agreement or contract for the purchase of supplies and materials only.

It is LMHA's policy to achieve Section 3 goals by providing opportunities in one or more of the following areas:

A. Training and Employment Opportunities for Section 3 Residents

When the Section 3 regulation is triggered by the need for new hires, LMHA and its contractors and subcontractors will make every effort within their disposal to the greatest extent feasible to attempt to hire Section 3 residents amounting to at least 30% of the aggregate number of full-time new hires.

When hiring opportunities are offered and all requirements are met and remain equal, LMHA, contractors and subcontractors shall direct their efforts to hire Section 3 residents in the order of priority preference provided below:

1. Residents at the housing development where the work is being performed (Category 1 residents).
2. Residents of other LMHA public housing developments and holders of housing choice vouchers (Section 8 rent assistance) managed by LMHA (Category 2 residents).
3. Other Section 3 area residents (Category 4 residents).

B. Contracting Opportunities for Section 3 Business Concerns

When the Section 3 regulation is triggered by the need for subcontracting a portion of the work to another business, LMHA and its contractors and subcontractors will make every effort within their disposal to the greatest extent feasible to attempt to subcontract:

1. **Building Trades:** At least 10% of the total dollar amount of all Section 3 covered contracts or purchase orders for building trades work, maintenance, repair, modernization, or development of public housing to Section 3 business concerns.
2. **Other contracts (Non-building trades):** For other Section 3 covered contracts or purchase orders that are not building trades work covered above, the goal is to subcontract at least 3% of the total dollar amount to Section 3 business concerns. This includes professional service contracts

such as legal, architects, engineers, consultants, or any other contract or purchase order for services that are not building trades.

Self-Certification of Section 3 Residents and Section 3 Business Concerns

To receive preference as a Section 3 resident or Section 3 business concern, the resident or business must self-certify that they meet the eligibility requirements. (see Section 3 Form #4 and Section 3 Form #2, respectively).

Contractor Responsibilities in meeting Section 3 goals

All contractors are held to the same Section 3 compliance requirements of LMHA as stated in its Section 3 policy. The LMHA Section 3 policy states that when the Section 3 regulation is triggered by a need for new hires or by a need to subcontract a portion of the work, every effort within the contractor's disposal must be made to the greatest extent feasible to direct all available employments, training, and contracting opportunities to Section 3 residents.

Contractors must also proactively facilitate compliance with Section 3 subject to the definition of a Section 3 covered contract. Contractors will have fulfilled their responsibility when they can provide evidence that the following have occurred in the case of hiring, contracting, solicitation and recruitment effort:

1. Extra or greater efforts in notifying Section 3 residents of opportunities through posting job openings in the offices of procurement, in the local media and on the LMHA website;
2. Conveying that the hiring/contract work is a Section 3 Covered opportunity in any advertisement for bids / proposals by placing the following language in each advertisement/public notice and website "This job is covered under the requirements of Section 3 of the HUD Act of 1968".
3. Notifying subcontractors in each pre-bid meeting of the Section 3 requirements.
4. Providing "Section 3 Resident Self-Certification Forms" for employment at the contractor/subcontractor business offices.
5. Encouraging the training of Section 3 residents by the subcontractors.
6. Facilitating an opportunity or job fair for the contractor and subcontractor to meet interested Section 3 residents for possible employment.
7. Documenting actions taken to comply with Section 3 requirements including all results and impediments using the LMHA prescribed mechanism or form.
8. Posting all job sites funded by LMHA with a location or phone number of whom and how to apply for any opportunities for employment, training or contracting. The sign should be no smaller than a 24" x 24" and should specifically read "This project is covered under Section 3 of the HUD Act of 1968 which requires that any new opportunities be directed to low- and very low-income persons in the community. Please contact _____ at

_____ for information on any Employments, Contracting and Subcontracting opportunities.

9. Distributing or posting flyers advertising positions to be filled.
10. Notify the local workforce development board about open positions.

Other Economic Opportunities to achieve Contractor Compliance

A contractor may provide one or more of the following “other economic opportunities” under this section:

1. Training and Employment: A detailed plan for training should be described in a written narrative and provided for LMHA review. Contractors seeking to provide training may identify a qualified training firm that has the proper experience working with low-income and public housing residents in particular. The contractor will procure the training/firm individual at its expense to provide direct recruitment and solicitation to LMHA residents for employment related training. Verification of the agreement between the contractor and training firm/individual must be provided to LMHA’s Section 3 Compliance Coordinator.
2. Other Results-Oriented Economic Opportunities: Other Results -Oriented Economic Opportunities are programs designed to provide economic opportunities to Section 3 residents, including, but not limited to: Section 3 joint ventures, teaming agreements or combination of other economic opportunities. A contractor must submit to LMHA a plan detailing these “Other Results-Oriented Economic Opportunities” and receive an approval prior to implementation.

Section 3 Forms

Form #1: Section 3 Clause Acknowledgement - This is a mandatory form that is completed and returned by all contractors answering a solicitation.

Form #2: Section 3 Business Self-Certification Form – This form is to be submitted by a Section 3 Business that is seeking preference.

Form #3: Contractor Section 3 Assurance of Compliance and Action Plan – This mandatory form (6 pages) is to be returned with an action plan, list of subcontractors, and an outreach plan. Part 3 of the form is to be used by businesses who do not anticipate triggering Section 3 regulations and both boxes in Part 3 must be initialed.

Form #4 Section 3 Resident Self-Certification and Skills Data Form – this form can be returned if you are a Section 3 resident seeking preference, or it can be used during the interview and application process when hiring for a Section 3 Covered project.

Section 3 Business Concern Preference Point Value (Total: 5 Points Maximum)

Preference means, if at any time a contractor should bid or issue a response to a Request for Proposal (RFP) or Request for Qualifications (RFQ), and your price and qualifications or proposal are equal to any Non-Section 3 Business Concern, you will receive Preference in that contract award. Preference points shall be added to the total number of available rating points.

Preference Chart:

Max Value	SECTION 3 BUSINESS PREFERENCE PARTICIPATION FACTORS
5	Resident-Owned Business Concern Entity – A Business Concern that is 51% or more owned by Section 3 Resident(s). A Business claiming Section 3 status, because at least 30% of their permanent full-time employees are Section 3 residents; or within three years of the date of employment with the business concern were Section 3 residents. Or a joint venture with Resident-Owned Business concern.
3	Direct hiring of Section 3 residents. Supporting documentation required.
1	A Business Concern that provides evidence of a commitment to subcontract in excess of twenty-five (25%) of the total dollar award of all subcontracts to qualified business concerns.
Max Value 5	Section 3 Business Preference Participation <u>Bonus</u> Points

Total Evaluation Criteria Point Value – General Evaluation Criteria AND Section 3 Bonus Points (Total: 105 Points Maximum).

Non-Section 3 Business Concerns Compliance Requirements

Non-Section 3 Business Concerns are required by LMHA to remain compliant with Section 3 for the life of the proposed contract. In compliance with 24 CFR 135 (Appendix, Section III., Item 3, iv), contract awards in competitive bidding processes such as a Request for Proposal (RFP), Request for Qualifications (RFQ), or Invitation for Bids (IFB) shall be made to the responsible firm whose proposal is most advantageous with respect to Section 3.

The following are contractor compliance points applied when evaluating bids/proposals received as the result of an RFP, RFQ or IFB selection. Compliance points shall be added to the total number of available rating points. Compliance chart below:

Max Value	SECTION 3 COMPLIANCE OPTION SELECTION FACTORS
5	Direct hiring of Section 3 residents. Supporting documentation required. (Certified Payroll)
3	Joint venture with LMHA resident-owned business.
1	Contractor provides training opportunities. Supporting documentation required.
Max Value 5	Section 3 Compliance Option <u>Bonus Points</u>

PROPOSAL FORMAT

An electronic PDF file, properly indexed, complete with table of contents and clearly noted Sections; inclusive of an executive summary are to be submitted to the attention of “Sherry Tobin, Manager, Procurement & Contracts” via the instructions listed under “Delivery of Proposals” section of this RFP. The file must be labeled with the Respondent’s name, and RFP title, and RFP number.

To simplify the process for evaluating proposals, and to assure each proposal receives the same review; all proposals must be submitted electronically in the following format. Proposals must contain all the items listed here.

Proposals must be indexed corresponding to the following format and lettering:

TABLE OF CONTENTS

SECTION (A) – LETTER OF TRANSMITTAL

A letter of transmittal (preferably on letterhead) bearing the signature of an authorized representative of the firm and the name(s) of the individual(s) authorized to negotiate services and costs with LMHA. Authorized individual contact information, including phone number and email address shall be included within this letter.

SECTION (B) – ORGANIZATION

Information about the company: size, structure, history and any relevant certifications as a Minority-owned or Disadvantaged Business Enterprise

SECTION (C) – STATEMENT OF QUALIFICATIONS AND EXPERIENCE

- 1) The Offeror should describe the qualifications of staff to be assigned to the**

Project.

Descriptions should include:

- Project team make-up (only include resumes of staff to be assigned to the project.)
- Assigned Project Manager (the main liaison/contact person for LMHA).
- Overall supervision to be exercised (including if subcontractors will be used and in what capacity).
- Professional Licenses or credentials held by team members.
- If any subcontractors are used, then all aforementioned information should be provided about each potential subcontractor.

2) Experience - List assignments within the past two (2) years that best demonstrate the proposer's competence to perform work similar to the required Scope of Services, including:

- Description of project and key participants started and completed
- A brief narrative of the project Contact Person

SECTION (D) – SUPPORTING MATERIALS

Provide materials that the proposer deems useful to further assist the Evaluation Panel in determining qualifications. Please provide a sample of your work including but not limited to sample reports, schedule, etc.

SECTION (E) – SCOPE OF SERVICES

State specifically your intended practices addressing the materials in the “Scope of Services.” Please cite previous examples of providing such services and your organization’s commitment to meeting or exceeding the expectations and duties set forth.

SECTION (F) – COST PROPOSAL

All submissions MUST include a fixed price for the services described in the scope of services (in addition to any other requested itemized costs). Complete the attached “Price Proposal Form” and submit under this section, Section F, within your proposal.

SECTION (G) – MBE/WBE PARTICIPATION

The proposal should include percentage participation of MBE/WBE of the firms that comprise the proposer’s team. LMHA has established an administrative goal of 35% utilization of disadvantaged and historically underutilized businesses for performance of the work under this procurement.

SECTION (H) – REFERENCES

Contractors shall completely fill out the attached “Reference Release Form.” Contractors shall provide a minimum of three (3) forms and sign the top of each, giving LMHA authorization to check their references. Contractors MUST sign the top of the form and

completely fill in the section titled "REFERENCE" for a minimum of three (3) companies/organizations; therefore, a minimum of three (3) forms shall be placed under Section H by the Contractor. These forms shall be sent by LMHA via email or via fax to the Contractor's reference so that the Contractor's performance can be rated. If the Contractor has performed work for LMHA, only ONE (1) of the reference release forms may be addressed to an LMHA staff person.

SECTION (I) – EXHIBITS

(Exhibit 1) Complete and return Level of Interest Form at earliest opportunity.

(Exhibits 2-8) All other required information is set forth by each of the following exhibits. Please index and label each exhibit individually as noted below **and** notarize if required.

(Other) **Any remaining attachments are for your information only and NOT to be returned.**

Exhibit (1) – Level of Interest Form (*Complete and return promptly*)

Exhibit (2) – Proposal Request Form (*return*)

Exhibit (3) – Non-Collusive Affidavit and Disclosure Statement (*return*)

Exhibit (4) – Contractor/Vendor Qualifications Statement (*return*)

Exhibit (5) – Section 3 Forms (*Complete and notarize*) (*return*)

Exhibit (6) – Contractor's Certificate Concerning Equal Employment Opportunities (*return*)

Exhibit (7) – Reference Release Forms (Complete the top portion and the section titled **Reference** for **each** reference. A minimum of 3 forms **MUST** be placed under Section H) (*return*)

Exhibit (8) - HUD Form 5369-B /Instructions to Offerors (Non-Construction) (*return*)

Attachment A - HUD Form 5370-C/ General Conditions for Non-Construction Contracts (Part II)

Attachment B – *LMHA Site Locations*

Attachment C – *LMHA Bed Bug Policy (2014)*



Lucas Metropolitan Housing Authority
201 Belmont Avenue
Toledo, Ohio 43604
419-259-9400 Fax 419-254-3495
TDD 419-259-9529
www.lucasmha.org

LEVEL OF INTEREST
Pest Control Services - Request for Proposals

RFP #18-R011

GAUGE LEVEL OF INTEREST: So that we may gauge the level of interest in this Request for Proposal; if you have not previously done so, please advise us as to whether, or not, you anticipate delivering to us a submittal in response to this RFP. Please complete information below and **return via email or fax (stobin@lucasmha.org)**.

Thank you for your interest in doing business with the LMHA and we look forward to receiving a submission from your company.

Sherry Tobin
Manager, Procurement & Contracts

ACKNOWLEDGEMENT:

- Will Submit
- No Submission Currently Due To:
 - I cannot comply with Specifications
 - I cannot meet delivery requirements
 - Other: _____
- I do desire to be considered on future procurement contact lists. I have registered with your Vendor Registration List at the LMHA website (“Procurement”; then “Vendor Registration”)
- I do NOT desire to be considered on future procurement contact lists

Authorized Signature

Date

Company

Printed Name

E-Mail Address



Lucas Metropolitan Housing Authority
201 Belmont Avenue
Toledo, Ohio 43604
419-259-9400 Fax 419-254-3495
TDD 419-259-9529
www.lucasmha.org

Price Proposal Form

Offeror: _____ _____ _____	Terms: N30 Proposal Expiration Date: _____
-------------------------------------------------	---------------------------------------------------

To Whom It May Concern:

We are currently developing a program of vendor sources. Therefore, we would appreciate a proposal from you on the service listed within the Request for Proposals (RFP) #18-R011 / Pest Control Services. Please forward this Price Proposal Form and all required documentation requested via the instructions listed under "Delivery of Proposals" section of this RFP. Use an additional sheet if necessary. Indicate when your price proposal shall expire.

Thank you,

Sherry Tobin
Manager
Procurement & Contracts
Lucas Metropolitan Housing Authority
stobin@lucasmha.org

General Pest Control Services

Item No.	Qty	U/M	Description	Approximate Sq Ft	Proposed Price
General Pest Control Inspection and Treatment Services - Apartment Complexes					
1	1	EA	General Pest Control insect inspection and treatment - 0 bedroom apartment	350	
2	1	EA	General Pest Control insect inspection and treatment - 1 bedroom apartment	480	
3	1	EA	General Pest Control insect inspection and treatment - 2 bedroom apartment	640	
4	1	EA	General Pest Control insect inspection and treatment - 3 bedroom apartment	850	
5	1	EA	General Pest Control insect inspection and treatment - 4 bedroom apartment	1248	
6	1	EA	General Pest Control insect inspection and treatment - 5 bedroom apartment	1350	
7	1	EA	General Pest Control rodent inspection and treatment - 0 bedroom apartment	350	
8	1	EA	General Pest Control rodent inspection and treatment - 1 bedroom apartment	480	
9	1	EA	General Pest Control rodent inspection and treatment - 2 bedroom apartment	640	
10	1	EA	General Pest Control rodent inspection and treatment - 3 bedroom apartment	850	
11	1	EA	General Pest Control rodent inspection and treatment - 4 bedroom apartment	1248	
12	1	EA	General Pest Control rodent inspection and treatment - 5 bedroom apartment	1350	
General Pest Control Inspection and Treatment Services - Scattered Site Houses					
13	1	EA	General Pest Control - insect inspection and treatment - 1 Bedroom House		
14	1	EA	General Pest Control - insect inspection and treatment - 2 Bedroom House		
15	1	EA	General Pest Control - insect inspection and treatment - 3 Bedroom House		
16	1	EA	General Pest Control - insect inspection and treatment - 4 Bedroom House		
17	1	EA	General Pest Control - insect inspection and treatment - 5 Bedroom House		
18	1	EA	General Pest Control - rodent inspection and treatment - 1 Bedroom House		
19	1	EA	General Pest Control - rodent inspection and treatment - 2 Bedroom House		
20	1	EA	General Pest Control - rodent inspection and treatment - 3 Bedroom House		
21	1	EA	General Pest Control - rodent inspection and treatment - 4 Bedroom House		
22	1	EA	General Pest Control - rodent inspection and treatment - 5 Bedroom House		
Bed Bug Inspection and Treatment Services - Apartment Complexes					
23	1	EA	Beg Bug Human Inspection - 0 bedroom apartment	350	
24	1	EA	Beg Bug Human Inspection - 1 bedroom apartment	480	
25	1	EA	Beg Bug Human Inspection - 2 bedroom apartment	640	

26	1	EA	Beg Bug Human Inspection - 3 bedroom apartment	850	
27	1	EA	Beg Bug Human Inspection - 4 bedroom apartment	1248	
28	1	EA	Beg Bug Human Inspection - 5 bedroom apartment	1350	
29	1	EA	Bed Bug Canine inspection - 0 bedroom apartment	350	
30	1	EA	Bed Bug Canine inspection - 1 bedroom apartment	480	
31	1	EA	Bed Bug Canine inspection - 2 bedroom apartment	640	
32	1	EA	Bed Bug Canine inspection - 3 bedroom apartment	850	
33	1	EA	Bed Bug Canine inspection - 4 bedroom apartment	1248	
34	1	EA	Bed Bug Canine inspection - 5 bedroom apartment	1350	
35	1	EA	Thermal Bed Bug Remediation - 0 bedroom apartment	350	
36	1	EA	Thermal Bed Bug Remediation - 1 bedroom apartment	480	
37	1	EA	Thermal Bed Bug Remediation - 2 bedroom apartment	640	
38	1	EA	Thermal Bed Bug Remediation - 3 bedroom apartment	850	
39	1	EA	Thermal Bed Bug Remediation - 4 bedroom apartment	1248	
40	1	EA	Thermal Bed Bug Remediation - 5 bedroom apartment	1350	
41	1	EA	Chemical Treatment - 0 bedroom apartment	350	
42	1	EA	Chemical Treatment - 1 bedroom apartment	480	
43	1	EA	Chemical Treatment - 2 bedroom apartment	640	
44	1	EA	Chemical Treatment - 3 bedroom apartment	850	
45	1	EA	Chemical Treatment - 4 bedroom apartment	1248	
46	1	EA	Chemical Treatment - 5 bedroom apartment	1350	
Bed Bug Inspection and Treatment Services - Scattered Site Houses					
47	1	EA	1 Bedroom House - Chemical Treatment		
48	1	EA	2 Bedroom House - Chemical Treatment		
49	1	EA	3 Bedroom House - Chemical Treatment		
50	1	EA	4 Bedroom House - Chemical Treatment		
51	1	EA	5 Bedroom House - Chemical Treatment		
52	1	EA	1 Bedroom House - Thermal Treatment		
53	1	EA	2 Bedroom House - Thermal Treatment		
54	1	EA	3 Bedroom House - Thermal Treatment		

55	1	EA	4 Bedroom House - Thermal Treatment		
56	1	EA	5 Bedroom House - Thermal Treatment		

Proposer Information

Company Name:

Contact Person's Name (printed):

Contact Person's Signature:

Date:

Price Proposal Form

Company Name: _____

Federal I.D. # _____ Phone #: _____ Date: _____

Authorized Signature: _____

Title: _____

Email: _____

Contractor/Vendor Qualification Statement
(Page 1 of 2)

(1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).

(2) Name of Firm: _____ Telephone: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Please attached a brief biography/resume of the company, including the following information:
(a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project. (Do not duplicate any resumes required above):

NAME	TITLE

(7) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) _____%
 Public-Held Corporation _____%
 Government Agency _____%
 Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned* _____%
 African American _____%
 **Native American _____%
 Hispanic American _____%
 Asian/Pacific American _____%
 Hasidic Jew _____%
 Asian/Indian American _____%

Woman-Owned (MBE) _____%
 Woman-Owned (Caucasian) _____%
 Disabled Veteran _____%
 Other (Specify): _____%

WMBE Certified _____ by _____ Certification Number: (Agency): _____
 (NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

 Signature Date Printed Name Company

Contractor/Vendor Qualification Statement
(Page 2 of 2)

- (8) Federal Tax ID No.: _____
- (9) [APPROPRIATE JURISDICTION] Business License No.: _____
- (10) State of _____ License Type and No.: _____
- (11) Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____
- (12) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (13) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____
- (14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of _____, or any local government agency within or without the State of _____? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes No
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (16) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.
- (17) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature Date Printed Name Company

Section 3 Requirements

Section 3 requirements apply to all projects and activities funded in whole or in part with covered funds. If any HUD funding is used for the project/activity, then the entire project budget is then subject to Section 3 requirements.

Section 3 requirements do not apply to any agreement or contract for the purchase of supplies and materials only.

It is LMHA's policy to achieve Section 3 goals by providing opportunities in one or more of the following areas:

A. Training and Employment Opportunities for Section 3 Residents

When the Section 3 regulation is triggered by the need for new hires, LMHA and its contractors and subcontractors will make every effort within their disposal to the greatest extent feasible to attempt to hire Section 3 residents amounting to at least 30% of the aggregate number of full-time new hires.

When hiring opportunities are offered and all requirements are met and remain equal, LMHA, contractors and subcontractors shall direct their efforts to hire Section 3 residents in the order of priority preference provided below:

1. Residents at the housing development where the work is being performed (Category 1 residents).
2. Residents of other LMHA public housing developments and holders of housing choice vouchers (Section 8 rent assistance) managed by LMHA (Category 2 residents).
3. Participants in Youthbuild programs being carried out in the metropolitan area in which Section 3 covered assistance is expended (Category 3 residents).
4. Other Section 3 area residents (Category 4 residents).

B. Contracting Opportunities for Section 3 Business Concerns

When the Section 3 regulation is triggered by the need for subcontracting a portion of the work to another business, LMHA and its contractors and subcontractors will make every effort within their disposal to the greatest extent feasible to attempt to subcontract:

1. **Building Trades:** At least 10% of the total dollar amount of all Section 3 covered contracts or purchase orders for building trades work, maintenance, repair, modernization, or development of public housing to Section 3 business concerns.
2. **Other contracts (Non-building trades):** For other Section 3 covered contracts or purchase orders that are not building trades work covered above, the goal is to subcontract at least 3% of the total dollar amount to Section 3 business concerns. This includes professional service contracts such as legal, architects, engineers, consultants, or any other contract or purchase order for services that are not building trades.

Self-Certification of Section 3 Residents and Section 3 Business Concerns

In order to receive preference as a Section 3 resident or Section 3 business concern, the resident or business must self-certify that they meet the eligibility requirements. (see Section 3 Form #4 and Section 3 Form #2, respectively).

Contractor Responsibilities in meeting Section 3 goals

All contractors are held to the same Section 3 compliance requirements of LMHA as stated in its Section 3 policy. The LMHA Section 3 policy states that when the Section 3 regulation is triggered by a need for new hires or by a need to subcontract a portion of the work, every effort within the contractor's disposal must be made to the greatest extent feasible to direct all available employments, training, and contracting opportunities to Section 3 residents.

Contractors must also proactively facilitate compliance with Section 3 subject to the definition of a Section 3 covered contract. Contractors will have fulfilled their responsibility when they can provide evidence that the following have occurred in the case of hiring, contracting, solicitation and recruitment effort:

1. Extra or greater efforts in notifying Section 3 residents of opportunities through posting job openings in the offices of procurement, in the local media and on the LMHA website;
2. Conveying that the hiring/contract work is a Section 3 Covered opportunity in any advertisement for bids / proposals by placing the following language in each advertisement/public notice and website "This job is covered under the requirements of Section 3 of the HUD Act of 1968".
3. Notifying subcontractors in each pre-bid meeting of the Section 3 requirements.
4. Providing "Section 3 Resident Self-Certification Forms" for employment at the contractor/subcontractor business offices.
5. Encouraging the training of Section 3 residents by the subcontractors.
6. Facilitating an opportunity or job fair for the contractor and subcontractor to meet interested Section 3 residents for possible employment.
7. Documenting actions taken to comply with Section 3 requirements including all results and impediments using the LMHA prescribed mechanism or form.
8. Posting all job sites funded by LMHA with a location or phone number of whom and how to apply for any opportunities for employment, training or contracting. The sign should be no smaller than a 24" x 24" and should specifically read "This project is covered under Section 3 of the HUD Act of 1968 which requires that any new opportunities be directed to low- and very low income persons in the community. Please contact _____ at _____ for information on any Employments, Contracting and Subcontracting opportunities.
9. Distributing or posting flyers advertising positions to be filled.
10. Notify the local workforce development board about open positions.

Other Economic Opportunities to achieve Contractor Compliance

A contractor may provide one or more of the following “other economic opportunities” under this section:

1. **Training and Employment:** A detailed plan for training should be described in a written narrative and provided for LMHA review. Contractors seeking to provide training may identify a qualified training firm that has the proper experience working with low-income and public housing residents in particular. The contractor will procure the training/firm individual at its expense to provide direct recruitment and solicitation to LMHA residents for employment related training. Verification of the agreement between the contractor and training firm/individual must be provided to LMHA’s Section 3 Compliance Coordinator.
2. **Other Results-Oriented Economic Opportunities:** Other Results -Oriented Economic Opportunities are programs designed to provide economic opportunities to Section 3 residents, including, but not limited to: Section 3 joint ventures, teaming agreements or combination of other economic opportunities. A contractor must submit to LMHA a plan detailing these “Other Results-Oriented Economic Opportunities” and receive an approval prior to implementation.

Section 3 Forms

Form #1: Section 3 Clause Acknowledgement - This is a mandatory form that is completed and returned by all contractors answering a solicitation.

Form #2: Section 3 Business Self-Certification Form – This a form to be submitted by a Section 3 Business that is seeking preference.

Form #3: Contractor Section 3 Assurance of Compliance and Action Plan – This mandatory form (6 pages) is to be returned with an action plan, list of subcontractors, and an outreach plan. Part 3 of the form is to be used by business who do not anticipate triggering Section 3 regulations, and both boxes in Part 3 must be initialed.

Form #4 Section 3 Resident Self-Certification and Skills Data Form – this form can be returned if you are a Section 3 resident seeking preference, or it can be used during the interview and application process when hiring for a Section 3 Covered project.



Section 3 Form #1: SECTION 3 CLAUSE ACKNOWLEDGEMENT

Economic Opportunities for Low- and Very Low-Income Persons (Section 3, HUD Act of 1968; 24 CFR 135)

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

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

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

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

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

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

I have read and understand these requirements of this Section 3 funded project:

Business Name: _____

Business Address: _____

Print Name: _____

Signature

Date

Section 3 Form #2: SECTION 3 BUSINESS SELF-CERTIFICATION FORM



<p>Please return this form to the following address:</p> <p><i>Martice Bishop Lucas Metropolitan Housing Authority 201 Belmont Avenue Toledo, OH 43604-0477</i></p>	<p>LMHA's Section 3 Self Certification</p> <p>For assistance completing the certification form, please email: <i>Martice Bishop at MBishop@lucasmha.org</i></p>
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Section 3 Business Criteria: Your business is eligible for Section 3 Business Certification if it meets any one of the following criteria. Please note that the definition of Section 3 qualified person is on Section 3 Form #3, "Section 3 Resident Self-Certification Form."

- 1. Fifty-one percent or more of your business is owned by a Section 3 resident or residents.
- 2. Thirty percent or more of your permanent, full-time employees are Section 3 residents.
- 3. You can provide evidence of a commitment to subcontract in excess of 25% of the amount of all subcontracts to Section 3 businesses: (a) that are fifty-one percent or more owned by public housing residents or (b) that has thirty percent or more of their permanent, full-time employees as public housing residents.

Section 3 Business Certification Statement: I hereby certify to the U.S. Department of Housing and Urban Development (HUD) and to Lucas Metropolitan Housing Authority that all of the information on this form is true and correct. I understand that it is my responsibility to conduct any due diligence necessary to make this certification and to maintain documentation establishing my Section 3 Business concern status. I also understand that failure to complete this form completely and accurately may result in debarment or other administrative remedies available to HUD, and criminal or civil penalties under federal, state, and local laws.

- My business is a Section 3 business in accordance with the standard checked above under Section 3 Business Criteria.
- My business is not a Section 3 business.

Signature:		Date Signed:
Name:	Title:	
Company Name		
Address		
Telephone Number		
Type of Business: (Check One): <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other		



Section 3 Form #3: CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 1 of 7)

PART I-- Purpose: To ensure that regulations promulgated under 24 CFR Part 135 “Economic Opportunities for Low- and Very Low-Income Persons” is met, LMHA has developed and approved a Section 3 Policy for LMHA. Information on specific compliance with Section 3 is found in LMHA’s Section 3 Policy, or in the regulations at 24 CFR Part 135.

This form, along with all related required documents included shall serve as the ‘assurance of compliance’ certification and action plan as required in the bid documents, supplemental general conditions, and required forms for the contract for any HUD work funded by LMHA.

Name of Business: _____

Business Address: _____

Contract Name/Solicitation #: _____

Total amount of Bid: _____

PART II: PRIOR COMPLIANCE CERTIFICATION

I am certifying that my business has complied with the HUD Section 3 regulations in its past HUD contracts/purchase orders.

Signature/Title

Print Name

Date

PART III: IS SECTION 3 TRIGGERED BY THIS CONTRACT?

IF CONTRACTOR DOES NOT ANTICIPATE TRIGGERING THE SECTION 3 REGULATIONS, YOU MUST INITIAL BOTH BOXES BELOW:

I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.

I do not anticipate subcontracting any portion of the work on this contract.

If you checked both boxes, do NOT check any other boxes or select any other options on this form! Review all other pages and execute the attestation and notarized signature on page 7 Form #3.

IMPORTANT: IF THIS CHANGES AT ANY POINT DURING YOUR CONTRACT, YOU MUST IMMEDIATELY CONTACT YOUR LMHA CONTRACT CONTACT AS WELL AS LMHA SECTION 3 Compliance Coordinator, Martice Bishop: MBishop@lucasmha.org

PART VI. OTHER REQUIREMENTS

Outreach Plan:

Check all methods you will employ to hire Section 3 residents. Posting the position in community sources that are generally available to low-income residents and the general public is a standard requirement.

Check at least three (3) other methods you will employ:

- The local community newspaper(s)
- The most widely distributed newspaper
- LMHA website
- LMHA properties management offices in a conspicuous location
- Homeless service agencies
- Local HUD-supported housing communities
- Local Workforce Board
- Other locations as approved by LMHA
- Email blast residents on LMHA Section 3 Resident List
- Post notices on social media controlled by LMHA

Documentation of “To the Greatest Extent Feasible”:

The contractor will work with LMHA Section 3 Coordinator and other designated staff to notify residents of any opportunities afforded under the contract. The contractor will collaborate with LMHA by giving preference of any employment opportunities to the Section 3 persons or business concerns.

The contractor and subcontractor(s) shall recruit or attempt to recruit from LMHA’s Section 3 area, based on the priority order in LMHA’s Section 3 Plan, the necessary number of low-income and very low-income residents through documentation of their efforts and of any impediments to comply. LMHA’s contractors and subcontractors shall:

1. Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise qualified and if a vacancy exists.
2. Review and consider the Section 3 Resident List provided by LMHA prior to making new hires. If those hired are not Section 3 residents, or are in a lower preference category, the Contractor must explain in writing the qualifications that those on Section 3 Resident List lacked, or other reason for non-hire (e.g., job offer declined).
3. Provide evidence that the contractor has not filled vacant employment positions in its workforce immediately prior to undertaking work in an attempt to circumvent Section 3 regulations.

Review and determine if low-income and very low-income residents meet minimum hiring qualifications. Applicants meeting such minimum qualifications, but not hired due to lack of job openings or for other operations reasons, will be placed on a priority-hiring list and offered positions upon the occurrence of the first available appropriate job opening.

Recordkeeping:

The contractor shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from subcontractors, etc., in connection with this contract. If there is a report that is needed as part of the submission, you agree to provide it timely. The contractor shall, upon request, provide such records or copies of records to LMHA, its staff, or agents.

Reports:

The contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

Certification:

The contractor will certify that any vacant employment positions, including training positions, that filled...

- (1) after the contractor is selected but before the contract is executed; and
- (2) with persons other than Section 3 residents

...were not filled to circumvent the subcontractor's obligations under 24 CFR Part 135.

Other Economic Opportunities:

If a contractor has demonstrated that it has no need or plans to subcontract or hire, and can demonstrate that it has attempted, to the greatest extent feasible, to hire/contract Section 3 residents and/or contractors, it has fully complied and may move forward and secure non-Section 3 persons or firms.

If a contractor does not trigger the requirements of Section 3 but chooses to offer other economic opportunities such as training, mentoring, or business development for Section 3 residents of LMHA, it may offer to do so in a thorough written plan to the Section 3 Coordinator. These opportunities must be described in a written plan on how the contractor will offer other economic opportunities expressing the outreach, number of persons to be affected, and outcomes.

A contractor that has a need to hire or sub-contract may not use other economic opportunities as a substitute to attempt to meet hiring or contracting goals; the contractor must still demonstrate how it attempted to the greatest extent feasible, to meet the goals.

Grievance and Compliance:

The contractor or sub-contractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities may file a grievance if efforts to the greatest extent feasible were not executed. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

SECTION 3 CONTRACT COMPLIANCE CURE AND TERMINATION PROCESSES (p. 6 of 7)

This language is a component of contract compliance with the work contractors and sub-contractors including developers respond to in LMHA solicitations. The full requirements are provided in the Section 3 Clause found elsewhere in this package or in the HUD forms 5370-C or 5370 C1 as may be applicable.

All contractors claiming a Preference in contracting by meeting any of the three Preference requirements including a Resident Owned Business, Hiring 30% of New Hires and/or Sub-contracting at least 25% of contract award to a Section 3 Concern shall maintain that status throughout the life of the contract. Failure to meet this requirement will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through contract execution must comply with the Section 3 requirements by executing the efforts on their Certification and Action Plan in accordance with LMHA Section 3 Action Plan.

LMHA shall execute these remedies to achieve compliance in this order:

- A. Based on the first observation or report of non-compliance with Section 3, the contractor will be sent an e-mail from LMHA notifying them of their non-compliance issue. The contractor will have until the next payroll or 14 calendar days, whichever is lesser to bring the contract into compliance.
- B. If at any time a contractor fails to bring the contract into compliance, LMHA must withhold all future payments until the contract is in compliance.
- C. The contractor shall have up to 15 business days from the most recent notice of non-compliance to meet compliance as a final cure period or justify in writing to LMHA why it cannot meet compliance. LMHA must render a response to the contractor within 10 business days of receipt of its letter of reason for non-compliance. If LMHA deems the cause to be unacceptable, at its option, LMHA can extend the cause period one time for up to 5 days to allow the contractor to identify and secure other compliance options, or
- D. If the contractor fails to take any corrective action to bring the contract into compliance within seven (7) business days from the most recent notice of non-compliance, or LMHA does not accept any of the contractor's corrective plans or justifications for non-compliance, LMHA must terminate the contract immediately. **All funds due to the contractor shall be held** and a financial workout of the agreement shall proceed within 24 hours of termination. The workout is to include a contract deduct equal to the total Section 3 contract violation of opportunities provided to non-Section 3 residents or business because they were not offered according to the contract and regulation award. All remaining funds can be paid out based on work satisfactorily completed per the agreement.

Any contractor claiming to meet Section 3 compliance by committing to hire residents, fund training itself **shall meet compliance within seven (7) calendar days of contract start** or LMHA shall halt all payments to the contractor and its sub-contractors related to the agreement and the actions listed in steps A-D in this Section shall apply.

Section 3 Form #3: CONTRACTOR SECTION 3 ASSURANCE OF COMPLIANCE AND ACTION PLAN (p. 7 of 7)

ATTESTATION:

I attest that the above information is true and correct and that by signing below, the Contractor hereby agrees to comply with Section 3 requirements.

Name of Prime Contractor: _____

Name of Authorized Officer: _____

Title of Authorized Officer: _____

Signature

Date

NOTARY REQUIRED

STATE:

COUNTY:

I, the undersigned a Notary Public in and for said authority and in said State, hereby certify that, _____, whose named as _____ (Title) of _____ (Company) is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, he/she, in his/her capability as _____ (Officer Title), and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 20__.

Notary Public My Commission Expires: _____ {SEAL}



Section 3 Form #4-- SECTION 3 RESIDENT SELF-CERTIFICATION AND SKILLS DATA FORM (Page 1 of 2)

The purpose of this form is to comply with HUD Section 3 administration and certification regulations.

Printed Name of Individual: _____

My home address is (must be a street address and NOT a P.O. Box number):

Street Address _____ Apt Number _____ City _____ State _____ Zip _____

Phone #: _____ **Email Address:** _____

I certify that I am a legal resident of the United States and meet the income eligibility and federal guidelines for a Section 3 Resident below:

To qualify as a Section 3 Resident, you must meet one of the following standards:

1. Be a public housing resident or a Housing Choice Voucher program participant (Section 8 rent assistance voucher) managed by LMHA; OR
2. Be a low income or very low income person who resides in the service area where Lucas Metropolitan Housing Authority serves including the total service area in Lucas County Ohio, Monroe County Michigan, Fulton County Ohio and Wood County Ohio with the exception of the city of Bowling Green is located and whose total household income does not exceed the following amounts:

Table of Adjusted Median Income for Lucas Metropolitan Housing Authority

Family Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Household Income	34,450	39,400	44,300	49,200	53,150	57,100	61,050	64,950

(Check all that apply):

I am a public housing resident (Name of housing development: _____)

I am a Section 8 rent assistance participant with LMHA (have a Housing Choice Voucher)

I live in the service area of the Housing Commission (Lucas Metropolitan Housing Authority)

My total annual household income is \$_____ and there are a total of _____ people living in my household.

Section 3 Form #4-- SECTION 3 RESIDENT SELF-CERTIFICATION AND SKILLS DATA FORM (Page 2 of 2)

- Graduated High School or GED Yes No
- Read & Speak English Fluently Yes No
- Graduated College, Trade, or Technical School Yes No

Please list degree or certifications: _____

Check the Skills, Trades, and/or Professions you have been employed in or contracted to do for others:

- | | | | | |
|-----------------------------------------------------|------------------------------------------------------------|--------------------------------------------|---------------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> Drywall Hanging | <input type="checkbox"/> Drywall Finishing | <input type="checkbox"/> Interior Painting | <input type="checkbox"/> Framing | <input type="checkbox"/> Welding |
| <input type="checkbox"/> HVAC | <input type="checkbox"/> Electrical | <input type="checkbox"/> Interior Plumbing | <input type="checkbox"/> Siding | <input type="checkbox"/> Metal/Steel Work |
| <input type="checkbox"/> Cabinet Hanging | <input type="checkbox"/> Door Replacement | <input type="checkbox"/> Trim/Carpentry | <input type="checkbox"/> Heavy Equipment Operator | |
| <input type="checkbox"/> Exterior Plumbing | <input type="checkbox"/> Exterior Framing | <input type="checkbox"/> Stucco | <input type="checkbox"/> Construction Cleaning | |
| <input type="checkbox"/> Concrete/Asphalt Work | <input type="checkbox"/> Roofing | <input type="checkbox"/> Landscaping | <input type="checkbox"/> Fencing | <input type="checkbox"/> Window/Door Repl. |
| <input type="checkbox"/> Telephone Customer Service | <input type="checkbox"/> Personal Care Aide | <input type="checkbox"/> Receptionist | <input type="checkbox"/> Teaching/Training | |
| <input type="checkbox"/> Sales | <input type="checkbox"/> Data Entry | <input type="checkbox"/> Cleaning | <input type="checkbox"/> Administrative/Clerical | |
| <input type="checkbox"/> Driver's License | <input type="checkbox"/> Commercial Driver's License (CDL) | | | |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ | | | |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ | | | |

I am interested in: **Training opportunities** **Employment Opportunities** **Both**

I hereby certify to the U.S. Department of Housing and Urban Development (HUD) and to Lucas Metropolitan Housing Authority that all of the information on this form is true and correct. I attest under penalty of perjury that my total household income and household size is as shown above, and that proof of this information may be requested in the future. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I also understand that failure to complete this form completely and accurately may result in other administrative remedies available to HUD. Finally, I authorize Lucas Metropolitan Housing Authority to include my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me.

Signature

Date

LUCAS METROPOLITAN HOUSING AUTHORITY

I attest that the above information is true and correct.

Print Name

Title

Date

Signature

(STATE OF OHIO

_____ COUNTY)

I, the undersigned authority, A Notary Public in and for said County in said State, hereby certify that, _____, whose name as _____ of _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing conveyance, he/she in his/her capacity as _____, and with full authority, executed the same voluntarily for and as the act of said Business entity.

Given under my hand and official seal, this ____ day of _____, 20 ____.

Notary Public

My commission Expires

LUCAS METROPOLITAN HOUSING AUTHORITY
Reference Release Form

I, being _____ of _____
 give LMHA authorization to check our company's previous performance.

AUTHORIZING SIGNATURE: _____

REFERENCE

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT PERSON: _____

PHONE/FAX NUMBERS/EMAIL ADDRESS: _____

PROJECT NAME AND/OR REFERENCE NUMBER: _____

BELOW SECTION TO BE COMPLETED BY REFERENCE

TECHNICAL PERFORMANCE

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
Completion of major tasks/ milestones/ deliverables on schedule.							
Responsiveness to changes in technical direction.							
Ability to identify risk factors and alternatives for alleviating risk.							
Ability to identify and solve problems expeditiously.							
Ability to employ standard tools/methods.							

MANAGEMENT PERFORMANCE

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
Overall communication with staff.							
Effectiveness and reliability of Contractor's Key Personnel							
Ability to manage multiple and diverse projects/tasks from planning through execution.							
Ability to effectively manage subcontractors.							
Ability to accurately estimate and control cost to complete tasks.							
Overall performance in planning, scheduling, and monitoring.							
Use of management tools (e.g. cost/schedule, task management tools).							

CUSTOMER SATISFACTION

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
How would you rate the Contractor's overall technical performance on this contract/order?							
How would you rate the Contractor's overall management performance on this contract/order?							
How would you rate the Contractor's ability to be cooperative, business-like and concerned with the interests of the customer?							

Total Dollar Amount of Contract: _____

Description of Work Performed By Contractor: _____

Additional Comments: _____

Would you use Contractor again? _____ Y _____ N

Signature and Title of Respondent: _____

LUCAS METROPOLITAN HOUSING AUTHORITY
Reference Release Form

I, being _____ of _____
 give LMHA authorization to check our company's previous performance.

AUTHORIZING SIGNATURE: _____

REFERENCE

COMPANY NAME:

COMPANY ADDRESS:

CONTACT PERSON:

PHONE/FAX NUMBERS/EMAIL ADDRESS:

PROJECT NAME AND/OR REFERENCE NUMBER:

BELOW SECTION TO BE COMPLETED BY REFERENCE

TECHNICAL PERFORMANCE

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
Completion of major tasks/ milestones/ deliverables on schedule.							
Responsiveness to changes in technical direction.							
Ability to identify risk factors and alternatives for alleviating risk.							
Ability to identify and solve problems expeditiously.							
Ability to employ standard tools/methods.							

MANAGEMENT PERFORMANCE

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
Overall communication with staff.							
Effectiveness and reliability of Contractor's Key Personnel							
Ability to manage multiple and diverse projects/tasks from planning through execution.							
Ability to effectively manage subcontractors.							
Ability to accurately estimate and control cost to complete tasks.							
Overall performance in planning, scheduling, and monitoring.							
Use of management tools (e.g. cost/schedule, task management tools).							

CUSTOMER SATISFACTION

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
How would you rate the Contractor's overall technical performance on this contract/order?							
How would you rate the Contractor's overall management performance on this contract/order?							
How would you rate the Contractor's ability to be cooperative, business-like and concerned with the interests of the customer?							

Total Dollar Amount of Contract:

Description of Work Performed By Contractor:

Additional Comments:

Would you use Contractor again?

_____ Y _____ N

Signature and Title of Respondent:

**LUCAS METROPOLITAN HOUSING AUTHORITY
Reference Release Form**

I, being _____ of _____
give LMHA authorization to check our company's previous performance.

AUTHORIZING SIGNATURE: _____

REFERENCE

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT PERSON: _____

PHONE/FAX NUMBERS/EMAIL ADDRESS: _____

PROJECT NAME AND/OR REFERENCE NUMBER: _____

BELOW SECTION TO BE COMPLETED BY REFERENCE

TECHNICAL PERFORMANCE

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
Completion of major tasks/ milestones/ deliverables on schedule.							
Responsiveness to changes in technical direction.							
Ability to identify risk factors and alternatives for alleviating risk.							
Ability to identify and solve problems expeditiously.							
Ability to employ standard tools/methods.							

MANAGEMENT PERFORMANCE

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
Overall communication with staff.							
Effectiveness and reliability of Contractor's Key Personnel							
Ability to manage multiple and diverse projects/tasks from planning through execution.							
Ability to effectively manage subcontractors.							
Ability to accurately estimate and control cost to complete tasks.							
Overall performance in planning, scheduling, and monitoring.							
Use of management tools (e.g. cost/schedule, task management tools).							

CUSTOMER SATISFACTION

FACTORS/RATINGS	"PLUS" (6)	"EXCELLENT" (5)	"GOOD" (4)	"FAIR" (3)	"POOR" (2)	"UNSATISFACTORY" (1)	NOT APPLICABLE (N/A)
How would you rate the Contractor's overall technical performance on this contract/order?							
How would you rate the Contractor's overall management performance on this contract/order?							
How would you rate the Contractor's ability to be cooperative, business-like and concerned with the interests of the customer?							

Total Dollar Amount of Contract: _____

Description of Work Performed By Contractor: _____

Additional Comments: _____

Would you use Contractor again? _____ Y _____ N

Signature and Title of Respondent: _____

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

6. Contract Work Hours and Safety Standards Act

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

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

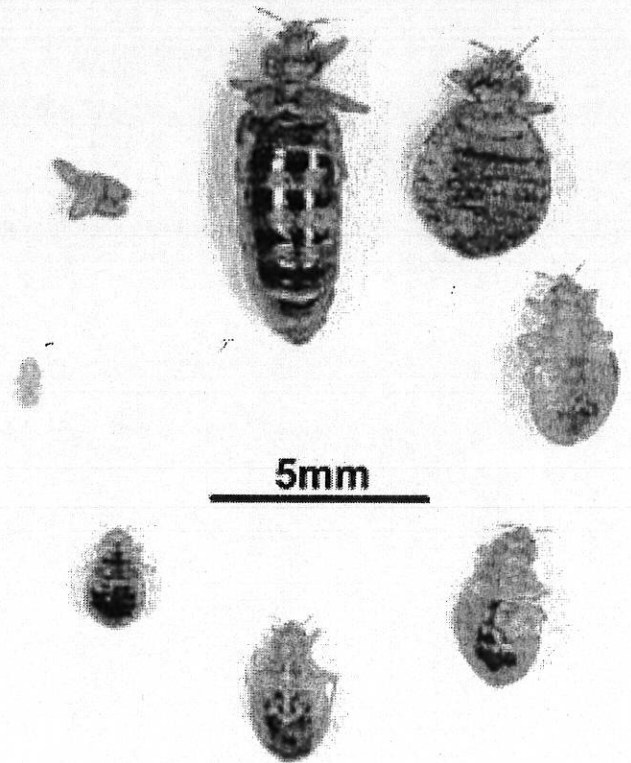
Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor,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

LMHA Site Location Matrix

LOCATION	PROPERTY MANAGER/OFFICE LOCATION/CONTACT #	AMP	# OF BLDGS	Eff Units	Eff Units s/f	1bd Units	1bd Unit s/f	2bd Units	2bd Units s/f	3bd Units	3bd Units s/f	4bd Units	4bd Units s/f	5bd Units	5bd Units s/f	Unit Totals
Oak Grove Estates (E)		111	5	8	440	6	624									14
Oak Grove Estates (F)		111	47					8	685	24	748	14	924			46
Dorrell Manor	5836 Southwyck Blvd, Toledo, OH 43614	111	1			101	576	1	816							102
Jade Estates	342 Oak View Court, Holland, OH 43528	111	50				1,008	22	1,408	20	1,760					50
Marsrow Acres		111	10							3	1,325					10
Devonshire	342 Oak View Court, Holland, OH 43528	111	79					23	896	26	1,200					49
HCV Office - 211 S. Byrne Rd		112	1													
Richmar Manor		113	11	2		23	616	21	750							46
John Holland Estates	1950 W Bancroft St, Toledo, OH 43607	113	14					12		26		4	960			42
Ashley Arms	1950 W Bancroft St, Toledo, OH 43607	113	1			38	672	2	872							40
Kincora		113	6			1		3		2						6
Weiler Homes		121	42			96	482	254	755	37	888					387
Spieker Terrace	601 Fassett St, toledo, OH 43605	121	10	2	529	47	668									49
Ravine Park Village	55 Popular St, Toledo, OH 43605	122	52					98	936	36	1,344	14	1,568	14	1,576	162
Birmingham Terrace	2100 Consaul Street, Toledo, Ohio 43605	122	32					57	832	44	1,144	12	1,300			113
Harry Hansen Terrace		122	24	24	352	24	575	2	736							50
Northern Heights	406 Suder Ave, Toledo, OH 43607	122	64							40	950	36	1,400	27	1,512	103
Pulley Homes		122	47									25	1,316	21	1,495	46
Glendale Terrace	3200 Glendale Ave, Toledo, OH 43614	122	1	51	462	50	575									101
Flory Gardens	3425 Nebraska Ave, Toledo, Ohio 43607	122	1	95	360	58	480	8	800							161
Elmdale Court	463 Elmdale Court, Toledo, OH 43607	122	32					36	960	40	960					76
Mercer Court		122	10							24	960					24
Vistula Manor	615 Cherry St, Toledo, OH 43604	131	1	66	400	86	620	12	800							164
Port Lawrence Homes		131	17			19	572	71	700	55	1,050	14	1,352			159
McClinton Nunn Homes	425 Nebraska Ave, Toledo, Oh 43604	131	77	36	352	34	575	3	736	40	1,152	20	1,375	18	1,484	151
Central Office - 435 Nebraska Ave		131	1													
Central Office - 201 Belmont Ave		131	1													
Central Office - 131 Indiana Ave		131	1													
Teneyck Tower	240 21st St, Toledo, OH 43604	133	1			152	444									152
TOTALS			639	284		735		633		417		139		80		2303

2014

LIPH Bed Bug Policy



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Lucas Metropolitan Housing Authority
1/1/2014

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Background and General Information

What are bed bugs?

- Bed bugs are small nocturnal insects that live by feeding on the blood of humans and other warm-blooded hosts. Bedbugs are generally active only at dawn, with a peak feeding period about an hour before sunrise. After feeding for about five minutes, the bug returns to its hiding place.
- Bites consist of a raised red bump or flat welt, and are often accompanied by intense itching. The red bump or welts are the result of an allergic reaction to the anesthetic contained in the bedbug's saliva, which is inserted into the blood of the host. Bed bug bites may appear indistinguishable from mosquito bites, though they tend to last for longer periods. Bites may not become immediately visible, and can take up to 9 days to appear. Bed bug bites tend not to have a red dot in the center which is a characteristic of flea bites. A trait shared with flea bites, however, is the tendency towards arrangements of sequential bites. Bites are often aligned three in a row, giving rise to the colloquialism "breakfast, lunch and dinner."
- There have been no known cases of bed bugs passing disease from host to host. Extensive testing has been done in laboratory settings that also conclude that bed bugs are unlikely to pass disease from one person to another. Therefore bedbugs are less dangerous than some more common insects such as the flea.

Low Income Public Housing

PREVENTION

- **Landlord Roles and Responsibilities:** As stated in 24 CFR 5.703 (f); LMHA Lease Section 11 (A) and LMHA House Rules Section 1. The housing authority must maintain units in decent, safe and sanitary conditions in accordance with all building codes, housing codes, and HUD regulations.
- **Resident Roles and Responsibilities:** The LMHA Lease Section 9 and the LMHA House Rules Section 2, requires the resident to keep the unit and its premises free from damage. Therefore, if the presence of bed bugs is suspected, it is the resident's responsibility to notify the management office immediately in order to minimize any potential damage to the unit. In addition, it is the responsibility of the resident to work cooperatively with LMHA staff and/or extermination professional to ensure the successful elimination of bed bugs. Resident non-compliance may result in the loss of their Housing.
- **Internal outreach efforts:** The Lucas Metropolitan Housing Authority will educate our communities about bed bugs. To ensure material is science-based and correct, LMHA will consult with a bed bug expert. Information includes pictures of bed bugs, where they like to hide, how to avoid bringing bed bugs home and what residents should do if they find a bed bug in their unit. The following will be used to deliver the information:

- LMHA PowerPoint Presentation and training sessions for both residents and staff
 - Flyers delivered to residents
 - Posters in common areas including laundry rooms
- **External outreach efforts:** An infestation of bed bugs can begin from any number of sources. In multifamily housing, common sources may include:
 - used furniture,
 - friends and family who are visiting or hosting residents and
 - Visiting professionals such as cleaning contractors and home health aides.

To insure outreach to these potential sources of bed bugs **LMHA will** educate individuals in our community associated with these sources on how to avoid spreading bed bugs. The following will be used to deliver the information:

- Flyers delivered to agencies, residents, and visitors
 - Posters in common areas where visitors travel
 - Training sessions conducted by **LMHA** for staff and residents to which professionals outside the LMHA are invited
- **Unit turnover and move- in procedures:** Staff and contractors working in vacant units will inspect for bed bugs on items left by the former resident, around the unit and behind fixtures such as baseboards
 - **Disposing of large items:** Residents are to contact their property management office to coordinate the removal of infested items. Maintenance will wrap the furniture in plastic. The set out crew will remove infested furniture from the unit and off site to prevent others from retrieving infested items and bringing them back into the facilities. Spray paint will also be utilized for the purpose of noting the item to be disposed of. Plastic wrapping material is available from the LMHA office. Any large item left outside for trash pick-up is considered infested and will be promptly removed from the property. LMHA staff will destroy items on the curb using a utility knife or other means.
 - **Reducing the likelihood of bed bugs in common areas:** It is difficult (but not impossible) for bed bugs to climb smooth surfaces like plastic and metal. Furniture in common areas, including seats used by residents in the main office, are made of plastic or metal to reduce the likelihood that the furniture will hide bed bugs. Monitors are installed where possible and checked during routine pest inspections. Remember that everyone is at risk for getting bed bugs.
 - **Preventing spread by LMHA staff:** When possible, staff will meet with residents in common areas where plastic or metal furniture is available. If office staff must meet with a resident in a unit, staff will only bring essential items into the unit and will not sit or set items on upholstered furniture. If maintenance staff must move infested items in a unit, they must wear a disposable suit with booties. They should remove and dispose of the protective clothing immediately upon completing work in the unit.

EARLY DETECTION

- **Reporting bed bug evidence:** Residents, staff, and service providers must immediately report any bed bugs or evidence of bed bugs anywhere on the property by reporting it to management staff. In addition staff will utilize work order #3113 for documenting the inspection and level of infestation.
- **Bed bug inspections:** Common areas such as laundry facilities, lobbies and community rooms are visually inspected by staff as part of the regular service. LMHA staff will coordinate 100% annual inspection of all units. This inspection will consist of questioning residents and staff, visual inspection, monitor placement (ClimbUps, BuggyBeds, Verifi, etc.) and possibly the use of bed bug detecting canines. .
- **Bed bug monitoring:** ClimbUp Insect Interceptors can detect bed bugs on individual pieces of furniture by capturing bed bugs trying to get to or from the item. They work best if the legs of the piece of furniture are the only way for a crawling insect to get on and off the item. Climb Up interceptors will be installed after heat treatment. Residents not receiving heat treatment may purchase ClimbUp Insect Interceptors from the management office.
- **Making inspection easier by using mattress/box spring encasements:** Proper fitting fabric mattress encasements on both the mattress and box spring protect the mattress and keep bed bugs out of the interior of box springs which is very hard to inspect and treat. Encasements will be installed immediately following heat treatment on all mattress and box springs. When encasements need to be ordered, then they will be installed within forty-eight hours of receiving the encasements. Residents not receiving heat treatment may purchase encasements at the management office. If the resident has a bed frame, he or she should pad sharp edges that might tear the encasement. Once installed on the mattress, residents should use duct tape to tape over the zipper pull to ensure that it remains fully closed. Laundering bedding on a regular basis is highly recommended. Beds must be made into islands to the extent that the room and furniture permit. This entails keeping the area under the bed free of clutter and pulling the bed or mattress at least 10 inches away from all walls and bedside furniture. Although not required, using light colored bedding will make inspection easier.
- **Encouraging compliance with reporting pests:** A bed bug infestation can be stopped quickly and with minimal financial consequences if all members of the Integrated Pest Management team (housing, residents and the Pest Management Professionals) are involved early-on in the infestation. To promote resident compliance with inspecting units and reporting infestations, LMHA will not charge a resident for pest control or ask him/her to discard belongings unless it is absolutely necessary for effective treatment. Per Section 4 of the LMHA lease if a resident does not comply with the PMP's preparation instructions resulting in the PMP not being able to treat the unit, a service charge of \$100.00 is billed to the household.

DOCUMENTATION

- **Identifying trends:** To better track the spread of bed bugs throughout our community, plan bed bug treatments and gauge the success of our bed bug management program, bed-bug-specific records will include inspection findings, education efforts and treatment details. The records are kept in the work order system, a spreadsheet on the S: Drive, used for tracking. This information is analyzed on a regular basis by the property manager (Task Force) at least 4 times a year to identify building-specific patterns of infestation. The work order system should include information from the PMP's service report, which includes the following for each unit:
 1. Unit access
 2. Pest type(s)
 3. Degree of infestation(s)
 4. Housekeeping
 5. Compliance with preparation instructions
 6. Control measures taken
 7. Time in and time out

TREATMENT

- **LMHA Roles and Responsibilities:** Upon notification from the resident, LMHA will perform an initial inspection of the residence using the "Maintenance Tracking Sheet." If it is determined that bed bugs are present, LMHA will provide the resident with the "LMHA & Resident Roles and Responsibilities" document. The above document will be explained to the resident to ensure understanding and compliance prior to treatment. In addition, LMHA will secure the residents signature indicating understanding of the document. Upon successful completion by the resident of their roles and responsibilities LMHA will professionally treat the residence and perform follow-up to ensure treatment was successful.
- **Confirming infestation:** Before any treatment is scheduled, live bed bugs must be found and identified by LMHA staff or a PMP.
- **Involving a qualified PMP:** Once the office receives a complaint about bed bugs. A work order is issued and inspection is completed within 24 hours of receiving the complaint. Once an infestation is confirmed, the Property Management staff must call and schedule treatment within 24 hours of positive identification. The PMP is to treat the infested unit within 72 hours of positive identification. LMHA staff will work with both the PMP, resident and the resident's family or support service provider to ensure that everyone involved understands the preparation instructions, any of the resident's medical issues that may impact the treatment plan and how to prevent future infestations. All expenses for the PMP's work are paid for by the LMHA unless a charge is incurred because the PMP was unable to service the unit due to resident refusal of service or failure to follow preparation instructions.
- **Bed bug treatments:** Units testing positive for bed bugs will be treated either chemically or thermally, adjacent units will be chemically treated as a preventative measure.

- **Discouraging use of store-bought pesticides:** Over-the-counter sprays and foggers are not effective for bed bug control. A licensed PMP does all pesticide application targeting bed bugs.

TRANSFERRING RESIDENT

- **Transfer request:** When a transfer request is received, the current Property Manager must certify that the transferring resident does not currently have an active bed bug infestation.
- When an active infestation is identified this resident's transfer will be put on hold.
- All active infestations must be corrected and verified by a PMP before the resident will be permitted to transfer.
- Once the current Property Manager receives verification from the PMP that the unit is free of bed bugs then the resident will be transferred.

Lucas Metropolitan Housing Authority

P.O. Box 477
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LMHA & Resident Roles and Responsibilities

It has been determined, based on the inspection of your residence that bed bugs are present and professional treatment is required. Bed bugs are a problem that can only be solved when both parties (LMHA and resident) work simultaneously toward a common goal, extermination and elimination. HUD regulations require the resident's cooperation in order to successfully eliminate the presence of bed bugs. Without proper treatment, bed bugs are difficult to contain and have the potential to infest neighboring housing units. In addition, if a resident relocates and the proper treatment has not taken place, the bed bugs will move with the resident as bed bugs can be carried in furniture, bedding, clothing, etc. LMHA will not be responsible for the reimbursement and/or replacement of any resident furniture, clothing, household items, and medical expenses.

The following plan outlines the roles and responsibilities of LMHA (landlord) and the resident in the treatment of bed bugs:

LMHA

- Inspect residence for infestation within one work day of receipt of work order.
- Schedule treatment date as soon as possible, but no later than three days after the initial inspection (subject to resident readiness).
 - Scheduled treatment date _____.
- Provide special bed bug mattress and box spring encasements for use on all mattresses and box springs, in accordance with the Maintenance Charge list, after treatment. Resident may provide own mattress and box spring encasements, however the time frames still apply.
- Treat residence including furniture.
 - If infested furniture does not respond to treatment, LMHA will dispose of furniture at resident's request OR resident can have furniture professionally re-treated at their expense. Proof of re-treatment MUST be provided to LMHA within 48 hours of determination that initial treatment was unsuccessful. If the re- treatment of furniture is deemed unsuccessful, resident may be required to dispose of furniture.
- Perform follow-up unit inspection with resident in accordance with the following timeline:
 - 10 days after initial treatment – Scheduled Inspection Date: _____
 - 30 days after initial treatment – Scheduled Inspection Date: _____
 - 60 days after initial treatment – Scheduled Inspection Date: _____
 - 90 days after initial treatment – Scheduled Inspection Date: _____
- Perform additional treatments as necessary with in the re-inspection time frame.
- Referral to Resident Services with treatment date and follow up inspection dates must be submitted

Resident

- Resident must be onsite at the scheduled time when the initial inspection is conducted.
- For thermal treatment to be effective, resident must perform the tasks listed below prior to the scheduled treatment date. LMHA encourages resident to complete items listed as soon as possible in order to minimize severity of bed bug presence and resolve the problem quickly.
 - Remove all sheets, blankets, mattress covers, pillowcases, clothing, towels, and other linens and spread them out on the floor or tables to ensure heat penetration. Do not put them back on the bed or in the closets until the evening after treatment.
 - Remove everything from bedrooms and hall closets. Closets, dresser drawers, and night stand drawers must be empty. Remove all clothing, toys, boxes, etc. from bedroom floors.
 -
 - Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, night stand drawers, mattresses, and box springs after the heat treatment if a vacuum is available. If no vacuum is available, thoroughly wipe down all surfaces and sweep the floor to remove any dead bed bugs. Place disposable vacuum cleaner bag inside plastic garbage bag that is sealed tightly and discard in outdoor trash receptacle immediately.
 - Move all furniture to the center of the room(s) being treated, at least two feet from the walls.
 - Discard all cardboard, hangers, boxes, etc.
 - Remove all pictures and wall decorations from walls and place them on the floor.
 - Discarded mattresses, box springs, furniture, etc. must not be placed in dumpsters; they must be removed from the premises by LMHA staff. Residents must call for removal and sign the waiver form. If resident removes infested items from unit, the resident may be subjected to additional charges and/or lease enforcement.
 - Remain out of the residence for four hours after treatment (includes all household members and pets).
- Furniture that does not respond to treatment must be disposed of or professionally treated. If resident chooses to dispose of furniture, LMHA will remove furniture from the unit at resident's request. If resident chooses not to dispose of infested furniture they **MUST** have it re-treated (at their expense and within 48 hours of determination that initial treatment was unsuccessful) by a licensed exterminator. Resident must provide proof of re-treatment to LMHA within 72 hours of determination that initial treatment was unsuccessful.

Place all bed bug mattress encasements on all beds immediately following treatment. The bed bug mattress encasement is an effective bed bug killer when combined with treatment and must remain on the mattress for at least one year. If the mattress or box spring encasement becomes torn or damaged it is the resident's responsibility to replace.

FAILURE TO COMPLY: If treatment is scheduled and the exterminator determines that resident has not performed the above stated responsibilities, the following will occur:

1. Treatment will be cancelled by the exterminator
2. Resident will be held financially responsible for all costs incurred in accordance with the Maintenance Charge list.
3. Resident lease may be terminated at LMHA's discretion.

RESIDENT STATEMENT OF CERTIFICATION

I, _____, certify that I have read and understand the roles and responsibilities

(LMHA and resident) as stated above and agree to perform them in order to successfully eliminate the presence of bed bugs.

Resident Signature

Date

LMHA Signature

Date