

RFP13-09

Pest Control Services

Butler Metropolitan Housing Authority

October, 2013

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Request for proposal

The Butler Metropolitan Housing Authority (BMHA) will receive Proposals for the following services:

Scope of Services: Pest Control Services (RFP-13-09)

Proposals will be received until:

Closing Time: 10:00 a.m. (local time)

Closing Date: 11/21/13

Where: Butler Metropolitan Housing Authority
Procurement Department
4110 Hamilton-Middletown Road
Hamilton, OH 45011-6218

Phone: (513) 868-5264 FAX (513) 896-9381

Statements will be reviewed and evaluated on the criteria defined in the Request for proposal (RFP) packet. A contract will be awarded to the most responsible offeror who has complied with the conditions of the specifications.

Statements received after the stated time and date will not be considered.

An information packet will be provided upon request or may be obtained at the BMHA Procurement Department located at 4110 Hamilton-Middletown Road, Hamilton, OH 45011-6218. Questions regarding the specifications should be directed to Rita A. Adams 513-868-5264.

BMHA reserves the right to cancel this Request for proposal (RFP), or to reject, in whole or in part, any and all submissions received in response to this Request for proposal, upon its determination that such cancellation or rejection is in the best interest of BMHA. BMHA further reserves the right to waive any minor informalities or the failure of any respondent to comply therewith, if it is in the public interest to do so. BMHA will pay no compensation to any respondent for any costs related to preparation or submittal of the qualifications.

The award will be funded by the U.S. Department of Housing and Urban Development (HUD) and administered by BMHA. HUD reserves the right to review and approve the contract documents and the firm selected by the BMHA.

Pursuant to established BMHA and HUD Affirmative Action and Equal Employment Opportunity goals, all Contractors are advised they must satisfy the goal to utilize qualified minority businesses to perform subcontract work or supply materials and/or equipment for the project and workforce content.

BMHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful proposer.

BUTLER METROPOLITAN HOUSING AUTHORITY
BY: Rita A. Adams, Accounting Manager

1.0 INSTRUCTIONS TO OFFERORS

1.1 Introduction

This Request for Proposal (RFP) identifies the requirements that are considered to be the minimum required by BMHA. This RFP attempts to provide the proposer with sufficient information to fully understand BMHA's requirements and the environment in which the proposal must be developed and operate. Notwithstanding any of the specific details described in this RFP, it will be the obligation of the proposer to provide a service that works in the accomplishment of the requirements identified in this document. To aid the evaluation team in fully understanding each proposal submitted, and to ensure that full awareness is given to each aspect of the proposal, any deviation from the requirements specified in this document must be clearly noted and referenced to the subject area of the RFP.

1.2 Preparation of Offers

- 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.
- 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 BMHA.
- Offers for services other than those specified will not be considered.

1.3 Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc. must request it in writing ten (10) days before closing date. 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.

1.4 Questions

All questions shall be submitted in writing (postal mail, fax, or e-mail) and should be addressed to

Rita A. Adams
Accounting Manager
4110 Hamilton Middletown Road
Hamilton, Ohio 45011
Fax # (513) 896-9381
e-mail address radams@butlermetro.org

Questions may be submitted until 12:00am (midnight) eastern time November 11, 2013. Answers and responses will be distributed to all prospective offerors after that date.

1.5 Amendments to Solicitation

- If the solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- 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.

BMHA must receive the acknowledgement by the time specified for receipt of offers. Failure to acknowledge all amendments may result in rejection of the submission.

The Authority will endeavor to provide copies of addenda to all potential respondents to which this Request for proposal has been mailed, but it will be the responsibility of each respondent to make inquiry as to the existence and content of addenda or amendments, as the same shall become part of this request for Qualifications and all respondents will be bound thereby, whether or not the addenda are actually received by the respondent.

All addenda may be obtained by contacting Procurement Officer listed in section 1.4

1.6 Proposal Requirements

All proposals must be submitted in the form prescribed by the BMHA in this Request for proposal (RFP). One (1) original must be submitted. Proposal forms must be signed by an individual authorized to execute contracts for the Company in order to be accepted. **These forms are required at the time of submission, must be signed and provided to BMHA, with proposal, before any contract is awarded.**

- A completed Representation Certifications and Other Statements of Offerors Form (HUD-5369-C).
- A completed BMHA Representation and Certification Form (HUD-5369-A).
- Debarment Certification for Prime and all levels of Sub-consultants (HUD 2992).
- Non-Collusive Affidavit for prime and all levels of Sub-consultants.
- Homeland Security Declaration (HLS 0038 02/06)
- Proof of the appropriate insurance coverage:
 - a. Workers Compensation - Statutory Amount
 - b. **\$500,000** Automobile liability on owned, non-owned and hired motor vehicles used in connection with this contract.

A “Certificate of Insurance” must name the BUTLER METROPOLITAN HOUSING AUTHORITY as “third party insured”
 - c. General Liability - **\$1,000,000.00 and \$250,000.00 for loss of unit keys.**

- Evidence of the appropriate professional licenses as required

Proof of coverage shall be maintained uninterrupted for the duration of the contract. Failure to maintain coverage shall be considered in default of the contract and will be grounds for the contracting officer to terminate the contract for default.

Workmen's Compensation, in accordance with State Law for all employees engaged under this contract. Proof of Workmen's Compensation coverage shall be maintained uninterrupted for the duration of the contract. Failure to maintain a current valid uninterrupted Worker's Compensation certificate will be grounds for the contracting officer to terminate the contract for default.

Please note that HUD Form 5370 (attached in exhibit C) shall become a part of any contract arising out of this Invitation for Bids.

1.7 Time for Receiving Proposals

Proposals received prior to the closing date and time will be securely kept, unopened. The officer, whose duty it is to open them, will decide when the specified time has arrived. No proposal received after the specific time will be considered. The timestamp machine at the receptionist desk at 4110 Hamilton Middletown Road Hamilton, Ohio 45011 will serve as the official time clock.

1.8 Proposal Withdrawal

No proposal shall be withdrawn for a period of Ninety (90) days subsequent to the opening of the proposals without written consent of the BMHA.

1.9 Proposal Submission

- One bound and secured copy of proposal along with three (3) copies, must be submitted to the BMHA by the due date and time listed on page 4 of the RFP without exception, at the following address to be eligible for consideration:

Butler Metropolitan Housing Authority
Procurement Department
4110 Hamilton-Middletown Road
Hamilton, OH 45011-6218

- To assure that your proposal arrives at the proper place, on time, and to prevent opening by unauthorized individuals, your proposal must be identified on the envelope or package as follows:

Request for proposal

TO PROVIDE: Pest Control Services

SOLICITATION NO.: RFP-13-09

- Proposals shall be submitted in sealed envelopes or packages using forms furnished by the BMHA. All required forms shall be submitted in the envelope or package(s), which will be clearly marked "Proposal Documents" and will show the project name and number, name

of offeror and the date and time when proposals are due. Once received by the BMHA, proposals will not be returned.

- All submissions are the property of the Authority and shall be retained by the Authority. Responses will not be returned. The contents of the documents submitted by the successful respondent(s) may become part of any contract award at the sole discretion of the Authority.
- All copies of proposal must be identical and contain all information needed to evaluate the proposal. Any information in which less than five copies is provided will not be considered.
- Facsimile offers, modifications or withdrawals will not be considered.

1.10 Late Submissions, Modifications, and Withdrawal of Offers

- Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered.
- A modification resulting from the BMHA'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 BMHA after receipt at the BMHA.
- The only acceptable evidence to establish the time of receipt at the BMHA is the time/date stamp of BMHA on the offer wrapper or other documentary evidence of receipt maintained by the BMHA.
- Notwithstanding this provision, a late modification of an otherwise successful offer that makes its term more favorable to the BMHA will be considered at any time it is received and may be accepted.

1.11 Evaluation of Proposals

Within sixty (60) days after receipt of proposals, BMHA will complete a review of all qualifications.

- The Procurement Section will conduct an initial review process. This review of all proposals submitted to either establish responsiveness or non-responsiveness according to the submission of required documents on the part of the offeror.
- Upon establishment of responsiveness, the technical and price evaluation phase would begin. An internal Evaluation Team will be assigned to this project. Their responsibility is to: (1) thoroughly review each respondent's proposal, (2) rate each Offeror's proposal by awarding a point value to each of the Evaluation and Selection Criteria.
 - Each respondent will ultimately end up with a score based upon the points assigned to the Evaluation Factors by each team member. All individual Factors will be added to obtain an accumulated total score. At this point the Authority may decide, at its sole discretion, to enter into negotiations with the highest rated Offeror.
- Should the Authority deem it advisable to obtain additional clarification, respondents yielding clearly competitively high scores during the first phase evaluation may then be invited to a technical question and answer conference to be held at a specific time and date scheduled by the Procurement Officer. **Not all respondents may be asked to make such oral presentations.**

- During this oral evaluation phase the BMHA may, at its discretion, request any one or all offerors to make oral presentations. If invited to participate, at this point, based on their oral presentations, Offerors will again be evaluated on the technical evaluation factors.
- Each respondent is cautioned that it is their responsibility to address information related to the Evaluation Factors outlined below, during the question and answer conference. The BMHA is under no obligation to solicit such information if it is not included within the respondent's presentation.
- In consideration of the evaluation team's final scores, the BMHA intends to enter into negotiations with, and award a contract to, the highest ranked respondent(s) based on the points received for the **oral evaluation** phase.
- The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this Request for proposal shall be at the absolute sole discretion of the Authority. In addition, multiple awards may be made.

1.12 Responsibility of Prospective Contractor

- The BMHA 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:
 - Have adequate financial resources to perform the contract, or the ability to obtain them;
 - Have a satisfactory performance record;
 - Have a satisfactory record of integrity and business ethics;
 - Have a satisfactory record of compliance with public policy (i.e. Equal Employment Opportunity); and
 - Not have been suspended, debarred, or otherwise determined to be ineligible for award of Contracts by the Department of the U.S. Government. Current lists of ineligible contractors are available for inspection.
- Before an offer is considered for award, the offer may be requested by the BMHA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide additional information may render the offeror ineligible for award.

1.13 Negotiations with Selected Offeror

Once the evaluation process is complete, BMHA will negotiate with the highest ranked offeror. The negotiations will include clarifying the specific scope of work, performance period, and determining the final cost of the scope of work. If the BMHA and the highest ranked offeror fail to reach an agreement, the BMHA may negotiate with the next highest ranked offeror to reach an agreement, unless BMHA determines that it is in the best interest to re-solicit for these services.

1.14 Contract Award

The contract(s) will be awarded to the most responsive and responsible firm, which is most advantageous to the BMHA provided the proposal complies with all conditions of the Request for proposal (RFP). The BMHA reserves the right to reject any and all proposals and to waive any informality in the solicitation. The BMHA is prohibited from making an award to firms (including subcontractors) or any individuals that are on the list of firms ineligible to receive awards from the United States Governments, as furnished by HUD. Please be aware that HUD Form 5370 (form can be downloaded at www.butlermetro.org or obtained from Procurement Officer listed in section 1.4) will become a part of this contract.

1.15 Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the BMHA by obtaining written and dated acknowledgement of receipt from the BMHA at the address shown on the cover of this solicitation. Any protest against the solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the award of the contract, or the protest will not be considered. All bid protests shall be in writing, submitted to the contracting officer, who shall issue a written decision on the matter. The determination of the BMHA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless the protestor makes an appeal.

1.16 Notice of Award

All offerors will be notified by mail of the BMHA's selection as soon as possible. A successful offeror will be issued a Notice of Award. Within ten (10) business days, the offeror shall provide the following documentation:

- Proof of the appropriate insurance coverage:
 - a. Workers Compensation & Employers Liability - Statutory Amount (**Mandatory**)
 - b. Comprehensive Automobile Liability for vehicles used
 - c. Professional Liability - \$1,000,000 each occurrence / \$1,000,000 Aggregate
- Certificate of Corporate Good standing for Prime and **all levels** of Subcontractors.
- Evidence of the appropriate professional licenses as required

If the selected offeror fails to provide the required information, the Notice of Award is null and void. The BMHA may choose to award a contract to the next highest ranked offeror or the BMHA may choose to re-solicit for the service.

The resulting contract will be a "not to exceed" type contract. The contract terms, except those subject to negotiation, will be in accordance with those provided in this solicitation. Changes in the basic terms of the contract are not acceptable.

1.17 Term of Contract

The contract term is for two (2) year, effective January 1, 2014 through December 31, 2015 with the Authority having the option to renew for an additional three (3) years (a cost escalation percentage has been allowed for on the proposal form).

1.18 Review of Services for Renewal

Prior to the end of the twelfth (12th) month of the initial Contract BMHA will evaluate the Contractor to determine whether the optional renewal period should be considered. This evaluation will be based on the productivity of the Contractor, as specified by BMHA. The Contractor agrees to provide BMHA with any and all information that BMHA deems necessary and pertaining to the service for evaluation. **OPTIONAL RENEWAL PERIOD(S)**
By mutual consent of BMHA and the Contractor, the Contract may be renewed for one (1) additional twelve (12) month period. This option shall be automatically exercised unless written notice to the contrary is filed with either party not later than the first business day (Monday thru Friday) of the calendar month in which the current contract period expires. It is understood and agreed that the Contract may be renewed only at the same prices and under the same conditions governing the original Contract, and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the Contract at the end of the current contract period.

1.19 Cost of Producing Proposal

The costs of producing proposal are the responsibility of the offeror. The BMHA will not reimburse any cost incurred to produce and to respond to this solicitation, to participate in oral presentation or to participate in negotiations with BMHA for any offer.

1.20 Submission Conditions

Do not fold or make any additional marks, notations or requirements on the documents to be submitted! Proposers are not allowed to change the Conditions or Specifications contained herein by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to BMHA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, BMHA decides that any such entry has not changed the intent of the proposal that BMHA intended to receive, BMHA may accept the proposal and the proposal shall be considered by BMHA as if those additional marks, notations or requirements were not entered on such.

1.21 Qualifications of Offerors

BMHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to BMHA all such information and data for this purpose as may be requested. BMHA reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. BMHA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror is not properly qualified to carry out the obligations of the contract and to provide the services described therein.

1.22 Public Records

Offerors acknowledge that Butler Metropolitan Housing Authority is a political subdivision of the state of Ohio and is, therefore, required to comply with the Ohio Public Information Act. If a proposal includes proprietary data, trade secrets, or information the offeror wishes to except from public disclosure, then the offeror must specifically label each page containing such data, secrets, or information as follows:

“PRIVILEGED AND CONFIDENTIAL -- PROPRIETARY INFORMATION

To the extent permitted by law, information labeled by the offeror as proprietary will be used by BMHA only for purposes related to or arising out of the (a) evaluation of proposals, (b) selection of an offeror pursuant to the RFP process, and (c) negotiation and execution of a contract, if any, with the offeror selected.

Neither a proposal, in its entirety, nor a cost proposal will be considered confidential / proprietary. Any proposal marked as such will be deemed non responsive and eliminated from further consideration.

1.23 Suspended / Debarred

The Authority will reject the qualifications of any respondent who is suspended and/or debarred by HUD from providing services to public housing authorities and reserves the right to reject the proposal of any respondent who has previously failed to perform any contract properly for the Authority.

1.24 Key Personnel

The key personnel specified by the successful respondent will be considered essential to the work to be performed by the successful respondent. Prior to diverting any of the key personnel for any reason, the contractor shall notify the Authority in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. The firm shall not change key personnel or hours to be devoted, before or after contract award, without written permission from the Authority.

1.25 Pre Proposal Conference

There will not be a pre proposal conference with this RFP.

1.26 MBE/FBE/Section 3

The Authority has established a goal of 20% minority business enterprise (MBE), 5% female business enterprise (FBE) and 20% Section 3, for contracts exceeding \$10,000. **Please indicate the MBE/FBE/Section 3 percentage for your company on the proposal form.**

1.27 Laws to be observed

Offeror warrants compliance with all Federal, State, and Local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts and administrative bodies or offices in any manner affecting the performance of this contract. Fees and /or costs associated with such compliance are the responsibility of the offeror and not payable by the Authority.

1.28 Licensing Requirements

Contractor shall maintain all licenses required by local, state and federal laws.

1.29 Hold Harmless Clause

The offeror will hold BMHA harmless from any and all negligent actions the offeror or their employee/s cause.

1.30 Reasonable Care

Contractor agrees to use reasonable care at all times while on the Authority property taking care not to damage buildings, etc. Any property noticed to be damaged on day of service, if witnessed, will be the contractors' responsibility.

1.31 Breach of Contract

Any breach of this contract will result in the Authority withholding payment to the offeror until satisfactory results are obtained

1.32 Complaints

All complaints concerning unfinished or unsatisfactory work will be forwarded to the contractor by the Authority. If these complaints are not resolved or satisfactory arrangements are not made within forty-eight hours following the receipt of the complaint, the Authority may, at its option, have the work completed in another manner and the cost of such work shall be deducted from the payment of the contractor.

1.33 Compensation

The contractor is to submit, at the end of each calendar month, an invoice (with proof of service attached) for all services performed during that month. The Authority will issue payment within 30 days of receipt of invoice

- Any additional work, not a part of the specifications, must be approved by the Authority on a separate P.O. in order to receive payment.

1.34 Final Payment

Contractor will furnish any required permits and supply all needed affidavits and lien releases for all labor and materials prior to final payment.

1.35 Resident Council Meetings

Contractor shall attend resident council meetings as requested by BMHA.

1.36 Property Damage

Contractor is to take extreme care not to damage or destroy the Authority or resident's property, including but not limited to personal, building and vehicles. Should any damage be determined, the contractor is expected to settle the loss in an expeditious and professional manner.

1.37 Notice of Award

All offerors will be notified by mail of the BMHA's selection as soon as possible. A successful offeror will be issued a Notice of Award.

The resulting contract will be an indefinite quantity type contract. The contract terms, except those subject to negotiation, will be in accordance with those provided in this solicitation. Changes in the basic terms of the contract are not acceptable.

1.38 Commencement of Work

The selected firm will be expected to begin work within ten (10) days of receipt of the Notice to Proceed.

1.39 Assignments

Unless otherwise agreed to by BMHA's contracting officer, the contractor shall not assign the contract to any other party.

1.40 Qualifications of Offerors

BMHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to BMHA all such information and data for this purpose as may be requested. BMHA reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. BMHA further reserves the right to reject any bid if the evidence submitted by, or investigations of, such offeror is not properly qualified to carry out the obligations of the contract and to provide the services described therein.

1.41 Prevailing Wage

The contractor must comply with prevailing wage requirements and U.S. Department of HUD General Conditions (HUD form – 5370).

2.0 Special Conditions

2.1 Trial Period

The Butler Metropolitan Housing Authority reserves the right to request the services for a trial period. Such period to be designated by appropriate Authority personnel to determine that the offeror will perform to the Authority's complete satisfaction. If a trial period is requested, all terms and conditions of the bid shall apply, and the Contractor shall provide all required documentation prior to commencement of any work.

3.0 BACKGROUND and PURPOSE

3.1 Background:

The Butler metropolitan Housing Authority is responsible for the maintenance and upkeep of approximately 1156 rental units in the Hamilton and Middletown Area.

3.2 Purpose

The Butler Metropolitan Housing Authority is actively seeking proposals from qualified, licensed and bonded vendors, hereinafter to be referred to as the Contractor, to provide products and/or services for **Pest Control Services** in accordance with the terms, conditions, and specifications contained in this Request for Proposal.

The prior Pest Control Services was done by Complete Pest Control (copy of prior month bill is attached under Exhibit A).

4.0 Specifications

4.1 Scope of Work

Contractor shall offer & render general pest control services for all dwelling units, buildings, offices, maintenance shops or other structures used, or maintained by the BMHA. Said service shall include all interiors, basements & crawl spaces, as well as the immediate exterior of all buildings within the serviced area for the control of rodents, fleas and crawling insects according to the specifications set forth herein. State regulatory and licensing agency rules and standards shall have priority over any standard set forth in these specifications. Contractor is to furnish labor, materials, equipment and supervision for the control of insect infestation, including but not limited to, roaches, bedbugs, fleas, ants, spiders, silverfish, rats and mice. Contractor is expected to eliminate any current or future insect infestation that may exist at all BMHA properties listed in exhibits A.

4.2 Common Areas to be Serviced

Contractor will be responsible to inspect monthly, and treat as needed (BMHA reserves the right to make the final determination as to what is “needed”), all common areas of the buildings, including but not limited to the following: public areas, storage, garage, shed, basements, outside buildings, maintenance areas, offices, food service, greenhouse, Head Start buildings, trash chutes and rooms.

Any vacant units will be fogged, sprayed, etc. within 24 normal workday hours when requested by the Maintenance Director or assignee.

4.3 SCHEDULE OF TREATMENT

- A. Initial cleanout service shall be performed on all dwelling units, offices, maintenance shops or other structures used or maintained by the BMHA during the initial month of the contract.
 - 1. Service shall be performed on each unit within a building at least once a year, or more often as directed by BMHA.
 - 2. Further follow-up service shall be rendered for vacant, repainted, or renovated units, chronic or persistent problem areas, or other pest related work orders without further cost to the BMHA.
- B. The BMHA shall provide access to treatment areas at prearranged service times.

4.4 Chemicals

Contractor will supply OHIO “**State and EPA Approved**” residential sprays, flushing agents, residential dusts and fogging materials in accordance to label directions. Contractor will furnish a copy of the label for each chemical process to be applied and will provide a new label and BMHA approval prior to any new applications. Contractor will dispose of all chemicals in the manner as described on the label. Contractor will not dispose of any chemical in/on any BMHA property. Contractor will not use any

chemicals to be considered “**TOXIC**” at any time. As conditions warrant, the contractor may use bait or low odor residential spray.

4.5 Reporting Requirements to BMHA

- a) The contractor will notify the BMHA monthly, in writing, of chemicals used.
- b) The contractor will notify the Authority, in writing, any address or area where there is high infestation and/or unsanitary conditions.
- c) The contractor will be responsible to notify each unit, in writing, of the date of service and attach a preparation sheet to the notice for the resident. Any rescheduling of units will be the responsibility of the contractor to inform the resident, in writing, for any reason.

4.6 Access to Units

Access to units will be by an Authority furnished key. The Contractor shall be responsible for key. Loss of key(s) will be liability of Contractor to either replace lock or lock cylinders in projects where applicable. Keys must be signed out by the Contractor Owner (or equivalent) at the time of contract signing. Contractor accepts full liability of these keys if they are reassigned to another employee or lost.

4.7 Follow-up Service

Follow-up service shall be performed within a period of (not to exceed) five working days after the contractor notifies the Authority of those units that require an additional treatment. The Authority will submit a listing of addresses to the contractor. Contractor will provide this additional service in between regular scheduled service at no additional charge. Contractor will be responsible to schedule/notify residents on date of service.

4.8 Time of Service

All service will be performed during the working hours of 8:30 a.m. to 4:00 p.m. The contractor will deliver the service schedule (by property) to each resident. The schedule must be either by specific day or date of each month. The schedule will not change unless by agreement of the Authority. There will be no service performed on any holiday that is observed by the Authority.

4.9 Tenant Refusal of Service

Contractor will notify the Authority, in writing, of any resident that refuses and/or is not properly prepared for extermination service.

4.10 Licensing

Chemicals will be applied by an Ohio Certified applicator. Contractor will present a copy of current Ohio State Extermination License as a part of the Bid.

4.11 Per Unit Price

The contractor will furnish a “per unit” price. This price will include any common or public areas in the site.

4.12 Tools, Materials and Equipment

The contractor shall furnish all materials, tools, equipment and labor necessary to execute the contract in a competent and professional manner.

4.13 Contractor's Personnel

The Authority shall be provided with a list of all personnel (including supervisory) assigned to the contract. The list shall include the names, emergency telephone and pager numbers. The Contractor shall be responsible for keeping this list up to date.

If requested, resumes and background information will also be provided. The Authority reserves the right to review for acceptance prior to assignment of personnel to the contract.

All proposed employees shall present a professional appearance; be neat, clean and well groomed; courteous; properly uniformed; and conduct themselves in a respectable manner in the performance of the duties and while on Authority property.

In the event the Contractor wishes to substitute personnel, such personnel shall meet or exceed the qualifications, in accordance with the RFP specifications. All contractors' personnel shall be subject to prior Authority approval.

5.0 SUBMISSION FORMAT

5.1 Qualifications

Number of employees

Number of trucks

Specialized equipment

Licenses held

Any other information that demonstrates offerors ability to perform services requested

5.2 Approach to scope of work

Describe how your firm will perform the requested services (for each type of pest: roaches, bedbugs, silverfish, spiders, mice, fleas and ants). Please detail how you have dealt with these pests in the past and your treatment plan for the BMHA.

How often do you treat a unit

What chemicals do you use (please attach MSDS sheets)

Where do you apply the chemicals

What precautions will you take to ensure the safety of the residents and BMHA employees.

You must provide your treatment plan for each one of the listed pests using the forms provided in Exhibit C (if you need more space you may add additional pages if you wish)

5.3 Cost

You must submit your cost proposal using the proposal form listed in exhibit B

5.4 References

List 3 references of work performed during the last 12 months, also provide a current client listing.

6.0 EVALUATION AND SELECTION CRITERIA

Proposals received in response to this RFP will be evaluated by BMHA staff. Only those proposals from firms which are complete and responsive to the specification set forth in consideration of this RFP will be selected for future consideration.

The evaluation factors listed below will be used as a mechanism for fairly and thoroughly evaluating the proposals submitted. The Authority will select the winning respondent based upon the following evaluation criteria and the Authority's particular needs.

Cost	20 points
Reliability and Dependability	20 points
Experience with other housing authorities and or multifamily properties	20 points
Capacity to perform tasks listed for BMHA	20 points
MBE/FBE/Section 3	20 points

Total 100 Points

Exhibit A

sites

FAMILY LOCATIONS

NO.	SUBDIVISION NAME	OBR	1BR	2BR	3BR	4BR	5BR	TOTAL
52-2	Riverside Homes 60 Hanover Dr. Hamilton, OH	0	12	58	58	14	--	142
56-4A	Townhomes West 1820 S. Main St. Middletown, OH	0	12	42	40	4	--	98
56-4B	Townhomes East 1937 Minnesota-18 th Ave. Middletown, OH	0	--	12	24	12	4	52
57-6	Concord Green 601-627 Concord Ave. Middletown, OH	0	--	--	12	--	--	12
57-7	Freedom Court Breiel Blvd. Near Lefferson Ave. Middletown, OH	0	--	10	17	24	10	61
56-8	Midtonia Village Sutphin Ave. Middletown, OH	0	--	56	--	--	--	56
53-12	Jackson Bosch Timberhill Drive off Millville Ave. Hamilton, OH	0	--	20	10	3	--	33
54-16	Winding Creek Knapp Dr. & Herd Court Hamilton, OH	0	--	30	10	--	--	40
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
		0	24	228	171	57	14	494

HIGH-RISE/OFFICE LOCATIONS

NO.	SUBDIVISION NAME	OBR	1BR	2BR	3BR	4BR	5BR	TOTAL
53-3	Henry Long 150 S. "B" St. Hamilton, OH	0	128	1	--	--	--	129
55-4C	The Townhouse 600 N. Verity Pkwy. Middletown, OH	0	78	4	--	--	--	82
55-5	Ross Hunt Towers 112 S. Clinton St. Middletown, OH	0	123	1	--	--	--	124
52-14	Dayton Lane 122 N. 6 th St. Hamilton, OH	0	45	--	--	--	--	45
54-17	Petty Plaza 115 Knapp Dr. Hamilton, OH	0	110	--	--	--	--	110
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
		0	485	6	--	--	--	490
COCC	Terry R. Kimmons Administrative Center 4110 Hamilton-Middletown Road Hamilton, OH							1
								<hr/>
								491

SCATTERED SITES LOCATION
Single Family & Duplex

NO.	SUBDIVISION NAME	OBR	1BR	2BR	3BR	4BR	5BR	TOTAL
15-10	Scattered Sites Hamilton, OH	0	1	21	8	1	0	31

NOTE: Westbrook has 10 duplex 2BR units with *basements/common areas.

15-13	Middletown Estates Middletown, OH	0	--	49	15	--	--	64
15-15	Thornhill Subv. Hamilton, OH	0	--	14	3	--	--	17

NOTE: 226 Olympus is not owned by the Authority

15-19	Reuben D. Estates Middletown, OH	0	--	--	44	--	--	44
-------	-------------------------------------	---	----	----	----	----	----	-----------

*** Including basement/common areas.**

TOTAL NUMBER OF UNITS 1,141

OH 54-10 Scattered Sites, Hamilton, OH
26 Units - Regular Family

406 Liberty Avenue
203 Webster Avenue
325 S. 12th Street
750 S. 12th Street.
846 Greenwood Avenue
5A & B Glenbrook Dr. (Westbrook)
15A & B Glenbrook Dr. (Westbrook)
25A & B Glenbrook Dr. (Westbrook)
45A & B Glenbrook Dr. (Westbrook)
65A & B Glenbrook Dr. (Westbrook)
513 S. 4th Street
816 Webster Avenue
360 Hartford Drive
3131 Madison Avenue
1119 Reservoir Street
649 Rhea Avenue
50 Chamberlain Drive
2115 Freeman Avenue
510 Progress
822 Noyes Avenue
1126 Chestnut Street

713 Millville Avenue
404 Eaton Avenue
336 S. 11th Street
724 Colalie
1220 Bonacker

OH 53-15 Thornhill Subdivision, Hamilton, OH 17 Units

3 Thornhill Drive	231 Olympus Dr.	242 Olympus Dr.
5 Thornhill Drive	227 Olympus Dr.	238 Olympus Dr.
7 Thornhill Drive	223 Olympus Dr.	234 Olympus Dr.
9 Thornhill Drive	219 Olympus Dr.	222 Olympus Dr.
10 Thornhill Drive		218 Olympus Dr.
250 Olympus Dr.	214 Olympus Dr.	246 Olympus Dr.

OH 57-13 Middletown Estates, Middletown, OH
64 Units - Regular Family

322 Curtis Street	1206 Prospect Avenue
318 Curtis Street	921 Garden Avenue
304 Curtis Street	514 18th Avenue
300 Curtis Street	611 18th Avenue
220 Curtis Street	702 18th Avenue
216 Curtis Street	707 18th Avenue
417 Curtis Street	716 18th Avenue
1323 Fairmont Avenue	826 17th Avenue
400 Young Street	513 Yankee Road
1812 Sherman Avenue	809 6th Avenue
1808 Sherman Avenue	842 9th Avenue
1804 Sherman Avenue	821 Lincoln Street
1813 Wayne Avenue	326 Curtis Street
1809 Wayne Avenue	1615 Manchester Avenue
1805 Wayne Avenue	2023 Roosevelt Avenue
1805 Woodlawn Avenue	500 Yankee Road
1921 Woodlawn Avenue	1817 Woodlawn Avenue
1706 Church Avenue	1210 Prospect Avenue
1704 Church Avenue	1212 Elm Street
119 Leibee Street	1216 Elm Street
117 Leibee Street	910 Garden Avenue
115 Leibee Street	819 6th Avenue
111 Leibee Street	802 8th Avenue
1619 Manchester Avenue	814 S. Main Street
1104 Garfield Street	613 W. 9th Avenue
1112 Garfield Street	231 Park Street
1109 Baltimore Street	513 18th Avenue
1111 Baltimore Street	511 18th Avenue
1203 Baltimore Street	507 18th Avenue
1207 Baltimore Street	1504 Vermont Street
1204 Baltimore Street	901 9th Avenue
1203 Grove Street	500 18th Avenue

OH 57-19 Reuben Doty Estates, Middletown, OH
44 Units - Regular Family

900 Ninth Avenue	1108 Baltimore Street
907 Ninth Avenue	1116 Baltimore Street
908 Ninth Avenue	1118 Baltimore Street
910 Ninth Avenue	1120 Baltimore Street
911 Ninth Avenue	1401 Calumet Avenue
912 Ninth Avenue	1405 Calumet Avenue
916 Ninth Avenue	1319 Grove Street
909 Lincoln Street	1325 Grove Street
912 Lincoln Street	1205 Askew Street
915 Lincoln Street	1209 Askew Street
901 South Main Street	1201 Prospect Avenue
1507 Fairmount Avenue	308 Curtis Street
1509 Fairmount Avenue	700 Yankee Road
535 Garfield Street	704 Yankee Road
1411 Jacoby Avenue	808 Yankee Road
1415 Jacoby Avenue	812 Yankee Road
1105 Young Street	816 Yankee Road
1107 Young Street	818 Yankee Road
1109 Young Street	1107 Girard Avenue
1115 Young Street	1702 Columbia Avenue
1119 Young Street	1708 Columbia Avenue
1106 Baltimore Street	2020 Linden Avenue

Exhibit B

Proposal

Proposal

FOR

BUTLER METROPOLITAN HOUSING AUTHORITY

Pest Control Services

SUBMITTED BY: _____
Contractor

BUTLER METROPOLITAN HOUSING AUTHORITY

4110 Hamilton-Middletown Road

P.O. Box 357

Hamilton, OH 45011

General Pest Control Services

The undersigned bidder agrees to provide general pest control services listed in the Specifications for a cost as follows:

We agree to provide general pest control services per attached specifications for of the Butler Metropolitan Housing Authority properties referenced in Exhibit A for the following cost:

Price Per Each Family Unit \$ _____ x 984 units = _____

Price Per Each Scattered Site Unit \$ _____ x 156 units = _____

Terry Kimmons Center \$ _____ x 1 Bldg = _____

Total Monthly Cost \$ _____ **

Price escalator Year Two _____%
(amount total monthly cost will increase Year Three _____%
for each year contract is extended)(this does Year Four _____%
not constitute a guarantee that the contract will Year Five _____%
be extended)(this figure will be used in the
evaluation of the proposals)

Price per application \$ _____ **

We hereby state this document serves to verify that the conditions and terms in the Pest Control Services Contract, as presented to the BMHA, will not materially degrade or alter the Bid Specifications or requirements.

Please indicate the MBE/FBE/Section 3 percentage: MBE _____ FBE _____ Section 3 _____

SIGNED: _____

TITLE: _____

REPRESENTING: _____

BUTLER METROPOLITAN HOUSING AUTHORITY

4110 Hamilton-Middletown Road

P.O. Box 357

Hamilton, OH 45011

Bed Bug Control Services

The undersigned bidder agrees to provide bed bug control services listed in the Specifications for a cost as follows:

We agree to provide bed bug control services per attached specifications for of the Butler Metropolitan Housing Authority properties referenced in Exhibit A for the following cost:

Price Per Each	0 (zero) Bedrooms	\$_____ x 4 units =_____*
	1 Bedroom	\$_____ x 17 units =_____*
	2 Bedrooms	\$_____ x 34 units=_____*
	3 Bedrooms	\$_____ x 10 units=_____*
	4 Bedrooms	\$_____ x 6 units=_____*
	5 Bedrooms	\$_____ x 4 units=_____*

Terry Kimmons Center \$_____ x 1 Bldg. =_____

Total Monthly Cost \$ _____**

Price escalator	Year Two _____%
(amount total monthly cost will increase for each year contract is extended)(this does not constitute a guarantee that the contract will be extended)(this figure will be used in the evaluation of the proposals)	Year Three _____%
	Year Four _____%
	Year Five _____%

Price per application \$_____**

We hereby state this document serves to verify that the conditions and terms in the Pest Control Services Contract, as presented to the BMHA, will not materially degrade or alter the Bid Specifications or requirements.

Please indicate the MBE/FBE/Section 3 percentage: MBE _____ FBE_____ Section 3_____

SIGNED: _____

TITLE: _____

REPRESENTING: _____

SPECIAL NOTE OF BID SUBMISSIONS:

*The amount of units specified in the bid proposals are only for evaluation purposes.

This does not in any way guarantee these will be the amount of units that will be treated
Each month.

**Award of contract will be based upon the total of BOTH the general pest control services
Bid AND the bed bug control services bid. Your bid will NOT be considered without both
Bid proposals completed. This ensures a fair evaluation of the true cost of the contract.

Statement of Qualifications

Name of Company _____

Years company established _____

Number of Employees _____

Number of Trucks _____

Specialized equipment _____

Licenses Held _____

Other Information _____

Most important three similar contracts completed by you

Owner

Contract Amount

Month/Year Completed

References 1 _____

2 _____

3 _____

Attach current client listing

Exhibit C

Treatment Plans by Pest

Treatment Plan for Roaches at BMHA

What chemicals do you use (please attach MSDS sheets)?

Where do you apply the chemicals?

What precautions will you take to ensure the safety of the residents and BMHA employees?

Describe your treatment plan:

Treatment Plan for Mice / Rats at BMHA

What chemicals do you use (please attach MSDS sheets)?

Where do you apply the chemicals?

What precautions will you take to ensure the safety of the residents and BMHA employees?

Describe your treatment plan:

Treatment Plan for Bedbugs at BMHA

What chemicals do you use (please attach MSDS sheets)?

Where do you apply the chemicals?

What precautions will you take to ensure the safety of the residents and BMHA employees?

Describe your treatment plan:

Treatment Plan for Silverfish at BMHA

What chemicals do you use (please attach MSDS sheets)?

Where do you apply the chemicals?

What precautions will you take to ensure the safety of the residents and BMHA employees?

Describe your treatment plan?

Treatment Plan for Spiders at BMHA

What chemicals do you use (please attach MSDS sheets)?

Where do you apply the chemicals?

What precautions will you take to ensure the safety of the residents and BMHA employees?

Describe your treatment plan:

Treatment Plan for Fleas at BMHA

What chemicals do you use (please attach MSDS sheets)?

Where do you apply the chemicals?

What precautions will you take to ensure the safety of the residents and BMHA employees?

Describe your treatment plan:

Treatment Plan for Ants at BMHA

What chemicals do you use (please attach MSDS sheets)?

Where do you apply the chemicals?

What precautions will you take to ensure the safety of the residents and BMHA employees?

Describe your treatment plan:

Exhibit D

Copy of prior year contracts

**PEST CONTROL SERVICES AGREEMENT
BETWEEN
THE BUTLER METROPOLITAN HOUSING AUTHORITY
AND**

This _____ Agreement (hereinafter “Agreement”) by and between the Butler Metropolitan Housing Authority (hereinafter “BMHA”) and _____ (hereinafter “_____” or “the contractor”) is hereby entered into this ____ day of _____, 200_. This Agreement shall end on the ____ day of _____, 200_, unless otherwise extended, modified, terminated or renewed by the parties as provided for within this Agreement.

6.1.1.1 I. SERVICES AND PAYMENT

7.0 SERVICES

The contractor agrees to provide Pest Control Services, as described and defined within the Scope of Services, attached hereto and incorporated herein by reference as Appendix #1. Said services shall be provided on the dates and times determined by the BMHA, at the designated BMHA communities and facilities. In addition, the BMHA shall retain the right to implement or enforce any item issued as a part of this RFP.

B. PAYMENT

Pertaining to the services outlined herein, the BMHA has set-aside (and the NTE value of this contract is) a total of \$_____ in _____ funds. The BMHA does not guarantee that it shall pay to the contractor this entire amount, but shall pay to the contractor for actual services rendered in accordance with the rate schedule identified within Appendix #2.

BILLING METHOD

To receive payment for services rendered pursuant to this agreement the contractor shall submit a fully completed invoice to:

The Butler Metropolitan Housing Authority
Attn: Accounts Payable
4110 Hamilton Middletown Road
Hamilton, Ohio 45011

Which invoice shall detail the following minimum information:

- ◆ Unique invoice number;
- ◆ Contractor’s name, address and telephone number;
- ◆ Date of invoice and/or billing period;
- ◆ Applicable BMHA contract number or purchase order number;
- ◆ Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate;

- ◆ Total dollar amount being billed.

The BMHA will pay each such properly completed invoice received on a Net/30 basis. Invoice received not properly completed will not be paid unless and/or until the contractor complies with the applicable provisions of this Agreement.

II. CONTRACTOR'S OBLIGATIONS

SUPERVISION AND OVERSIGHT

The contractor shall be solely responsible for providing supervision and oversight to all of the contractor's personnel that are assigned to the BMHA properties pursuant to this Agreement.

QUALIFIED PERSONNEL

The contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within Appendix #1 and #2. For the purposes of this Agreement, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within this Agreement and as proposed by the contractor.

C. COMPLIANCE WITH FEDERAL AND STATE LAWS

All work performed by the contractor, pursuant to this Agreement, shall be done in accordance with applicable federal, state and local laws, including regulations and ordinances, and shall be provided under the direction of _____, or their designee.

7.1 D. INDEMINIFICATION

To the extent authorized by law, the contractor agrees to indemnify, save and hold the BMHA, its agents and employees harmless from any and all claims, causes of action or liability arising from the negligence, breach of duty, civil rights violations and/or misconduct in the performance of this Agreement by the contractor, its agents or its employees. In this regard, the contractor shall maintain the following insurance coverage, naming the BMHA as "an additional insured" during the effective term(s) of this Agreement:

- Policy of General Liability Insurance, \$1 million dollars per occurrence, \$2 million dollars aggregate. This coverage shall include fire damage of \$50,000.00 and medical expenses of \$5,000.00. This coverage shall have a deductible not greater than \$1,000.00.
- Automobile Liability coverage in a combined single limit of \$1,000,000.00 with a deductible not greater than \$1,000.00.
- Worker's Compensation coverage.

The contractor shall provide to the BMHA with a current certificate evidencing the insurance coverage referenced herein. Failure to maintain the above-reference insurance coverage

naming the BMHA as an additional insured, during the term(s) of this Agreement shall constitute a material breach thereof.

Similarly, to the extent authorized by law, the BMHA agrees to indemnify, save and hold the contractor, its agents and employees harmless from any and all claims, causes of action or liability arising from the negligence, breach of duty, or wrongful misconduct in the performance of this Agreement by the BMHA or its agents and/or employees.

FINANCIAL VIABILITY AND REGULATORY COMPLIANCE

The contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this Agreement. The contractor further warrants and represents that it owes no outstanding federal, state or local taxes or business assessments.

The contractor agrees to promptly disclose to the BMHA any licensure suspension or revocation that may adversely affect its capacity to perform the services outlined in this Agreement. The failure by the contractor to disclose any licensure suspension or revocation to the BMHA within five (5) days of notification will constitute a material breach of this Agreement.

The contractor further agrees to promptly disclose to the BMHA any change of its ownership and/or any declaration of bankruptcy that the contractor may undergo during the term(s) of this Agreement. The failure of the contractor to disclose any change of its ownership and/or its declaration of bankruptcy within five (5) days of said actions shall constitute a material breach of this Agreement.

All disclosures made pursuant to this section of the Agreement shall be made in writing and submitted to BMHA within the proscribed time periods.

7.1.1.1 III. ASSIGNMENT OF THE CONTRACT

This Agreement shall **not** be assigned or transferred by either party without the written consent of the other party.

7.1.1.2 IV. MODIFICATION

This Agreement shall not be modified, revised, amended or extended except by written addendum, executed by both parties.

7.1.1.3

7.1.1.4

7.1.1.5 V. SEVERABILITY

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

7.1.1.6 VI. APPLICABLE LAWS

The laws of the State of Ohio shall govern the validity, construction and effect of this Agreement, unless said laws are superseded by, or in conflict with applicable federal law and/or federal regulation.

7.1.1.7

7.1.1.8

7.1.1.9 VII. TERMINATION

A. BMHA:

This Agreement may be terminated by BMHA for its convenience or, at its option, upon written notice to the contractor if:

1. BMHA is unable to continue funding or otherwise assist the contractor due to an administrative determination by its governing board, or its insurance carrier, the imposition of statute, regulation or judgment or any other reason beyond the reasonable control of BMHA; or
2. The BMHA determines that the contractor has materially breached this Agreement by failing to provide the services in the manner proscribed by this Agreement.
3. The BMHA determines that the contractor has materially breached the provisions of this Agreement.

The BMHA shall pay to the contractor for all services rendered, that are not in dispute, through the date of termination.

B. The Contractor:

This Agreement may be terminated by the contractor at its option, upon written notice to the BMHA if:

1. The contractor is unable to provide the services as outlined in this Agreement due to lack of funding, administrative determinations or the imposition of statute, regulation or judgment.
2. The contractor determines that the BMHA has materially breached the provisions of this Agreement.

The contractor shall continue to provide the services outlined in this Agreement through the date of termination.

7.1.1.10 VIII. NOTICES, INVOICES AND REPORTS

- A. All notices, reports and/or invoices submitted to the BMHA pursuant to this Agreement shall be in writing and mailed to the attention of:

Butler Metropolitan Housing Authority
4110 Hamilton Middletown Road
Hamilton, Ohio 45011

Or delivered in person at: **4110 Hamilton Middletown Road;**
Or faxed to: **(513) 896-9381.**

- B. All notices submitted to the contractor pursuant to this Agreement shall be in writing and mailed to the attention of

7.1.1.11 _____

Or shall be faxed to: _____.

- C. The BMHA agrees to pay to the contractor within thirty (30) days after receipt of a properly completed invoice, as agreed upon by both parties. The contractor agrees to provide the BMHA with copies of complete documentation to support its invoices, maintain and make said records accessible for the purposes of auditing all original documentation concerning services specified within Appendix #1.

XI. FEDERALLY REQUIRED ORDERS/DIRECTIVES

- A. The form HUD 5370-C (appendix #3) and all provisions contained will be considered part of this contract.
- B. The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive Order is not acceptable. In this connection therefore, each provision of law and each clause, which is required by law to be inserted herein, and this Agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistakes or otherwise, any such provision is not inserted or is inserted incorrectly, this Agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party.

XII. SECTION 3

_____ agrees to fully implement a Section 3 program pursuant to the BMHA's requirements. The specifics of this program shall be negotiated between the BMHA and _____.

CERTIFICATION: The undersigned representatives of each party acknowledge by signature below that they have reviewed the foregoing and understand their respective obligations as defined herein:

Butler Metropolitan Housing Authority:

By: _____ Date: _____
Board Chairman or Designee (if required)

Butler Metropolitan Housing Authority:

By: _____ Date: _____
Phyllis G. Hitte Executive Director

_____:

By: _____ Date: _____

BMHA CONTRACT OFFICE (as to form only):

By: _____ Date: _____
Rita A. Adams, Accounting Manager

APPENDIX “#1”

Scope of work as defined in RFP12-01.

Contractor shall offer & render general pest control services for all dwelling units, buildings, offices, maintenance shops or other structures used, or maintained by the BMHA. Said service shall include all interiors, basements & crawl spaces, as well as the immediate exterior of all buildings within the serviced area for the control of rodents, fleas and crawling insects according to the specifications set forth herein. State regulatory and licensing agency rules and standards shall have priority over any standard set forth in these specifications. Contractor is to furnish labor, materials, equipment and supervision for the control of insect infestation, including but not limited to, roaches, bedbugs, fleas, ants, spiders, silverfish, rats and mice. Contractor is expected to eliminate any current or future insect infestation that may exist at all BMHA properties listed in exhibits A.

Areas to be Serviced / Frequency of Treatments

Contractor will be responsible to inspect monthly, and treat as needed (BMHA reserves the right to make the final determination as to what is “needed”), all areas of the vacant and occupied apartments, houses, buildings, including but not limited to the following: public areas, storage, garage, shed, basements, outside buildings, maintenance areas, offices, food service, greenhouse, Head Start buildings, trash chutes and rooms and Police Sub-stations. Any vacant units will be fogged, sprayed, etc. within 24 normal workday hours when requested by the Maintenance Director or assignee. Perform monthly inspections on the bait and re-bait as needed.

SCHEDULE OF TREATMENT

- C. Initial cleanout service shall be performed on all dwelling units, offices, maintenance shops or other structures used or maintained by the BMHA during the initial month of the contract.
 - 3. Service shall be performed on each unit within a building at least once a year, or more often as directed by BMHA.
 - 4. Further follow-up service shall be rendered for vacant, repainted, or renovated units, chronic or persistent problem areas, or other pest related work orders without further cost to the BMHA.

- D. The BMHA shall provide access to treatment areas at prearranged service times.

Chemicals

Contractor will supply OHIO “**State and EPA Approved**” residential sprays, flushing agents, residential dusts and fogging materials in accordance to label directions. Contractor will furnish a copy of the label for each chemical process to be applied and will provide a new label and BMHA approval prior to any new applications. Contractor will dispose of all chemicals in the manner as described on the label. Contractor will not dispose of any chemical in/on any BMHA property. Contractor will not use any chemicals to be considered “**TOXIC**” at any time. As conditions warrant, the contractor may use bait or low odor residential spray.

Reporting Requirements to BMHA

- d) The contractor will notify the BMHA monthly, in writing, of chemicals used.
- e) The contractor will notify the Authority, in writing, on a daily basis, any address or area where there is high infestation and/or unsanitary conditions.
- f) The Authority and the contractor will agree on a monthly schedule that will service each Authority unit extermination. The contractor will be responsible to notify each unit, in writing, of the monthly date of service and attach a preparation sheet to the notice for the resident. Any rescheduling of units will be the responsibility of the contractor to inform the resident, in writing, for any reason.

Access to Units

Access to units will be by an Authority furnished key, which shall be distributed and collected on a daily basis. Service Company shall be responsible for key. Loss of key(s) will be liability of Service Company to either replace lock or lock cylinders in projects where applicable. Keys must be picked up at 600 North Verity, Middletown or 60 Hanover Drive, Hamilton between 8:00 a.m. and 8:30 a.m. daily and returned by no later than 4:30 p.m. the same day.

Follow-up Service

Follow-up service shall be performed within a period of (not to exceed) five working days after the contractor notifies the Authority of those units that require an additional treatment. The Authority will submit a listing of addresses to the contractor. Contractor will provide this additional service in between regular scheduled service at no additional charge. Contractor will be responsible to schedule/notify residents on date of service.

Time of Service

All service will be performed during the working hours of 8:30 a.m. to 4:00 p.m. The contractor will deliver the service schedule (by property) to each resident. The schedule must be either by specific day or date of each month. The schedule will not change unless by agreement of the Authority. There will be no service performed on any holiday that is observed by the Authority.

Tenant Refusal of Service

Contractor will notify the Authority, in writing, daily, of any resident that refuses and/or is not properly prepared for extermination service.

Licensing

Chemicals will be applied by an Ohio Certified applicator. Contractor will present a copy of current Ohio State Extermination License as a part of the Bid.

Per Unit Price

The contractor will furnish a “per unit” price. This price will include any common or public areas in the site.

Tools, Materials and Equipment

The contractor shall furnish all materials, tools, equipment and labor necessary to execute the contract in a competent and professional manner.

APPENDIX “#2”

FEES & COSTS

**(Applicable Proposed Fees Form that was completed and submitted by
_____ in response to RFP10-04)**

APPENDIX “#3”
(Selected documents from the proposal submittal received from
_____ in response to RFP10-04.)