

CMIHA

**CUYAHOGA METROPOLITAN
HOUSING AUTHORITY**

REQUEST FOR PROPOSAL

**INTEGRATED PEST MANAGEMENT
PROGRAM**

SOLICITATION NO. 17-380-07

**DUE: THURSDAY, APRIL 12, 2007
AT 2:00 P.M.**

REQUEST FOR PROPOSAL

FOR

THE CUYAHOGA METROPOLITAN HOUSING AUTHORITY

INTEGRATED PEST MANAGEMENT PROGRAM

RELEASE DATE: MONDAY MARCH 19TH. 2007

RESPONSE DATE AND TIME: THURSDAY APRIL 12TH. 2007 AT 2:00 PM

SOLICITATION NO: 17-380-07

TABLE OF CONTENTS

SECTION I	General Terms and Conditions
SECTION II	Description of Services
SECTION III	Evaluation Factors
SECTION IV	Proposal Instructions
SECTION V	Proposal Submittal

ATTACHMENTS: (To be completed and returned with proposal)

- A. Contractor Information Form
- B. Minority / Female Business Enterprise Plan
- C. Employment Utilization Report
- D. Non-Collusive Affidavit
- E. Certifications and Representations of Offerors Non-Construction Contract (*HUD Form 5369-C*)

EXHIBITS:

- 1. Sample Contract
- 2. Instructions to Offerors - Non-Construction (*HUD Form 5369-B*)

SECTION I - GENERAL TERMS AND CONDITIONS

1.00 INTRODUCTION

The following general terms and conditions apply to any contract issued hereunder, except where the clauses are self-deleting because of monetary thresholds, or the clause prescriptions. Other provisions, including contract clauses, may be added to individual contract(s) by mutual agreement of the Cuyahoga Metropolitan Housing Authority (CMHA) and the Contractor (see Exhibit 1 - Sample Contract).

It is understood by CMHA and the contractor that, where appearing in the referenced clauses, the terms "Government", "Contracting" "Officer" and named contracting agency shall mean "CMHA", except where the terms "Contractor" and "Subcontractor" are used in a clause where in the normal relationship between parties denoted by these terms is stated or implied. Notwithstanding the above, all audit rights of the Contractor's books and records shall be reserved to the Government.

1.01 DESCRIPTION OF HOUSING AUTHORITY

The Cuyahoga Metropolitan Housing Authority (CMHA) was created by the Ohio State Board of Housing in May 1933. CMHA's jurisdiction includes all of Cuyahoga County, with the exception of Chagrin Falls Township. The administrative office is located at 1441 West 25th Street, in Cleveland, Ohio. There are approximately 38 site offices.

CMHA is a body corporate and politic organized under Chapter 3735 of the Ohio Revised Code, and is federally subsidized, by the U.S. Department of Housing and Urban Development (HUD), to provide decent, safe, sanitary and affordable housing to low and moderate income families. It is regulated by the Housing Act of 1937 as amended, regulations promulgated pursuant thereto, as well as Chapter 3735 of the Ohio Revised Code.

1.02 REQUESTS FOR INFORMATION

Any prospective bidder desiring an explanation or interpretation of this RFP must request in writing, by fax, e-mail or express mail, such request for information no later than five (5) days prior to the proposal due date. Requests should be directed to the Contract Administrator at the address listed in Section 5.00 herein. Any information given to a prospective bidder concerning the solicitation will be furnished promptly to all prospective bidders, if that information is necessary in submitting an offer or if the lack of it would be prejudicial to any other prospective bidder. Oral explanations or instructions given before the award of the contract will not be binding on contract performance.

1.03 RIGHT TO PROTEST

Any actual or prospective bidder who is aggrieved in connection with soliciting or award of this contract, may address a protest to the Director of Purchasing, 1242 East 49th Street (5th Floor), Cleveland, Ohio 44114-3851, within seven (7) working days after the aggrieved person knows, or should have known, of the facts given rise to the protest.

1.04 AUTHORITY TO RESOLVE PROTESTS

The Director of Purchasing shall have the authority, prior to the commencement of any legal action concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offered, or contractor, actual or prospective, concerning the solicitation or award of a contract. The Director of Purchasing may consult with the Legal Department for advice regarding the drafting of the response.

If the protest is not resolved by mutual agreement, the Director of Purchasing shall promptly issue a decision in writing. The decision shall state the reasons for the action taken; and inform the protestant of its right to administrative review provided in this procedure.

1.05 STAY OF PROCUREMENT DURING PROTESTS

In the event of a timely protest under this Section, CMHA shall not proceed further with the award of the contract until the Director of Purchasing has made a written determination that the award of the contract, without delay, is necessary, to protect the substantial interests of CMHA.

1.06 FINALITY OF DECISION

The decision of the Director of Purchasing is final and conclusive, unless fraudulent, or any person adversely affected, commences an action in court, or appeals the decision to the CMHA Board of Commissioners.

1.07 ENTITLEMENT TO COSTS

In addition to any other relief, when a protest is sustained and the protesting bidder should have been awarded the contract under the solicitation, but is not, then the protesting bidder shall be entitled to certain costs, including bid preparation costs, but excluding attorney's fees.

1.08 AUTHORITY TO DEBAR OR SUSPEND FROM CMHA PURCHASING

After reasonable notice to the person, corporation, or partnership involved, and reasonable opportunity for that person to be heard, the Director of Purchasing, after consultation with the Legal Department, shall have the authority to debar a person for cause from consideration for award of the contracts. The debarment shall not be for a period of more than three (3) years. The Legal Department and the Executive Director shall have the authority to suspend a person from consideration for award of contracts if there is probable cause for debarment. The suspension shall not be for a period exceeding three (3) months. The authority to debar shall be exercised in accordance with this procedure. The debarment process will include applicable due process procedures.

1.09 PROPOSED SUBCONTRACTING

Bidders are required to include in their response a list of any proposed subcontractors, and a list of tasks or items, if any, which the bidder intends to subcontract.

1.10 FAILURE TO SUBMIT PROPOSAL

Recipients of this solicitation not responding with a proposal should not return this solicitation. Instead, they should advise the Contract Administrator by letter or postcard whether they want to receive future solicitations for similar requests. It is also requested that such recipients advise the Contract Administrator of the reason(s) for not submitting a proposal in response to the RFP. If a recipient does not submit an offer and does not notify the Contract Administrator that notice of future solicitations are desired, the recipients name may be removed from the applicable mailing list.

1.11 SALES TAX / VENDOR'S LICENSE

The Authority is a political subdivision of the State of Ohio and therefore is exempt from State, Local and Federal taxes. If applicable, a vendor's license issued by the State of Ohio shall be submitted with the proposal.

1.12 CONTRACTOR RESPONSIBILITY

Notwithstanding the right of the Federal Government and CMHA to review the Contractor's efforts and progress and particularly with reference to the specifications, and deliverable items, which may be provided for elsewhere in this contract, it is expressly understood that the Contractor is completely responsible for the compliance of contract and items with the provisions of this contract and any reviews and approval given by CMHA or the Government, do not relieve the Contractor of this responsibility without written approval of CMHA's Contract Administrator.

SECTION II – DESCRIPTION OF SERVICES

2.00 PROJECT DESCRIPTION

It is the intent of the Cuyahoga Metropolitan Housing Authority (CMHA) to enter into a contract(s) for Integrated Pest Management (IPM) services at various CMHA locations located in Cuyahoga County. (See Attached List of Buildings)

CMHA has constructed residential and administrative properties since the early 1930's. The housing consists of approximately 4,500 high-rise units, 4,500 family units and 350 scattered site family units. The exact number of units in each category will vary during the term of the contract. Additionally, all CMHA administrative buildings will be serviced under this contract.

The contractor shall exhibit awareness and sensitivity to the fact that CMHA properties are primarily residential in nature. Integrated Pest Management services and activities shall be planned and performed with the needs of the residents as the foremost priority.

The contractor shall suppress populations of specified pest (e.g., rats, mice, cockroaches, ants, silverfish, beetles, moths, crickets, centipedes, fleas, bees, wasps, yellow jackets, and flies) within the properties listed herein.

The proposal shall also address birds and all other vertebrates, termites, carpenter ants, and other wood-destroying organisms.

The contractor shall submit with their offer a written Integrated Pest Management Plan in compliance with county, state, local, federal, OSHA, and EPA policies, procedures, laws, codes, standards, and regulations.

CMHA, at its sole discretion, may award one or more contracts to perform the IPM services.

2.01 SCOPE OF WORK

The contractor shall furnish all labor, material, equipment and supervision to perform an integrated pest management program. The contractor shall provide detailed, site-specific recommendations for maintenance and prevention to maximize the pest control program.

CMHA will provide access to the unit(s) as required.

The contractor shall perform the following tasks for the buildings listed in this RFP.

ROUTINE INTEGRATED PEST MANAGEMENT SERVICES – regularly scheduled services included in the contractor's Integrated Pest Management plan.

EMERGENCY INTEGRATED PEST MANAGEMENT SERVICES - occasional requests by CMHA for corrective action. Emergency services, when requested, are to be performed within eight (8) hours during normal working hours.

SPECIAL INTEGRATED PEST MANAGEMENT SERVICES - corrective actions for subterranean and structural extermination of termite and other wood-boring insects, birds, animal trapping, etc.

Initial Inspection

A thorough initial inspection shall be conducted during the first month of the contract by the contractor and CMHA. The initial inspection is for the contractor to evaluate the needs of the premises and to present findings with CMHA. The following specific points should be addressed:

- a) Identification of problem areas in and around the building.
- b) Discussions of effectiveness of previous efforts.

- c) Contractor access and coordination to all necessary areas.
- d) Information for the contractor of any restrictions or special safety precautions.

2.02 Integrated Pest Management Plan (IPM)

The contractor shall submit with its proposal the IPM Plan. If aspects of the IPM Plan are incomplete or unacceptable, the contractor will have five (5) days to submit a revision after notification. At a minimum, the IPM Plan shall consist of the following:

- a) **Materials and Equipment:** The contractor shall provide current labels and Material Safety Data Sheets (MSDS) of pesticides to be used, and brand names of pesticides application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest IPM devices or equipment.
- b) **Method for Monitoring and Surveillance:** The contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessment of pest population levels throughout the term of the contract.
- c) **Service Schedules:** Contractor's proposal shall assume a treatment cycle of five times per year per property.

2.03 Contractor Personnel

Provide qualified, professional pest management personnel who understand current practices in this field and have experience providing pest control services in a residential environment. Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to the CMHA for approval. The contractor shall provide photocopies of State of Ohio Commercial Pesticide Applicator Licenses for every contractor employee who will be performing on-site services within 30 days of contract inception.

Contractor personnel providing on-site integrated pest management services must maintain certification as Commercial Pesticide Applicators in the category of residential and institutional IPM services. Uncertified individuals working under the supervision of a certified applicator must obtain certification within 30 days.

The contractor shall have access to a full-time entomologist who will be available for routine and emergency consultation.

A pest management supervisor must be identified in the proposal.

Personnel shall conduct themselves in a professional and workmanlike manner, with minimal noise and disruption. Cooperation with the building occupants shall be deemed essential to assure the progress of this work.

The contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas. All restrictions associated with these special areas will be explained to the contractor by CMHA. These restrictions shall be incorporated into the contractor's detailed plan and schedule for the building.

All persons employed under this contract shall be subject to government regulations as are applicable during the time spent on government property. Building passes, if needed, will be supplied by the CMHA or appropriate building manager.

Contractor personnel, while working at CMHA-owned or leased properties, shall wear distinctive uniform clothing. The uniform shall have the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner. Additional personal protective equipment required for safe performance of work must be determined and provided by the contractor. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used. Vehicles used by the contractor must be identified in accordance with state and local

regulations.

Hours of Operation

Except as otherwise agreed, all work at properties under this contract shall be performed between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, and shall not interfere with daily CMHA operations.

Minimum Standards of Performance

The contractor's performance will be evaluated in accordance with the approved IPM Plan. If pests appear between scheduled treatment, the contractor may be called back to treat the room(s), or building where the problem occurred.

Routine call-back service shall be furnished within one (1) workday after receipt of notification by CMHA. Call-back service shall be priced on a per-unit basis.

Call-back service required by CMHA due to contractor negligence will be at no charge. If the contractor fails to arrive at CMHA installation within one (1) workday after the request for call-back service, CMHA shall have the right to obtain the service elsewhere and the contractor agrees that the actual cost of such service shall be deducted from the contractor's invoice covering the period for which the outside service was obtained. This deduction will be supported by a copy of the invoice covering the emergency service obtained elsewhere.

2.04 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 in managing the IPM. Contractors are required to collect and submit the reports detailed below. Report format shall be reviewed and approved by CMHA prior to contract award.

Individual Property Reporting (within one week)

Upon completion of each treatment cycle at a CMHA estate or property, the contractor is required to submit the extermination log with a spreadsheet summary highlighting troubled areas or units. This report is required to be submitted within one week after the treatment cycle. The required means of this report submittal is electronic. Extermination logs can be sent via mail or hand-delivered.

Treatment Cycle Reporting (within one week)

Upon completion of each of the five treatment cycles, the contractor is required to issue a general summary report within one week. The required means of this report submittal is electronic.

The treatment summary reports shall include, but not be limited to the following:

- (a) 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.
- (b) Discuss any findings of deficiencies due to lack of access, inadequate / improper treatments, or recommendations of change to a more effective chemical.

The contractor shall submit reports to the Contract Technical Representative. Failure to submit the above reports on time shall be considered a material breach of the contract and could be used as basis for termination of the contract.

2.05 TERM OF CONTRACT

The term of this Contract shall be for a period of two (2) years beginning June 1, 2007 and ending May 31,

2009. The term of this agreement may be formally modified in writing by the Contract Administrator.

CMHA may discontinue this contract immediately upon furnishing notice to the Contractor if the parties fail to agree upon any deletion, amendment, or addition to this agreement, which is required by Statute, Executive Order, Procurement Regulation, or HUD Regulations. No deletion, modification, addition to, or discontinuance of this contract shall affect any orders hereunder entered into prior to the effective date of such change, unless mutually agreed to by the parties or otherwise required by operation of law.

Please provide unit pricing as requested below:

1. Family Units \$ _____ ea.
2. High-Rise Units \$ _____ ea.
3. Scattered Site Houses \$ _____ ea.
4. Administrative Buildings \$ _____ ea.
5. Call Backs \$ _____ ea.

A Pre-Bid conference will be held in the CMHA Purchasing and Distribution conference room at 1242 East 49th., Fifth Floor, Cleveland, Ohio on Thursday, April 5th., 2007 at 10:00 a.m.

SECTION III – EVALUATION FACTORS

Contracts will be awarded to the responsible bidder(s) whose proposal is most advantageous to CMHA, based on the evaluation criteria and points specified below.

RATING CRITERIA

FACTOR	POINTS
A. Integrated Pest Management Plan: include elimination, control, and preventative maintenance plan of vermin and rodent infestation and problem resolution recommendations.	20
B. Reporting capability as required by Article 3. in Scope of Services	20
C. Past experience with providing vermin and rodent control for public housing authorities or other large property management organizations. Submit references.	20
D. Proposed Costs.	20
E. Participation by Minority / Female Owned Business.	20

SECTION IV - PROPOSAL INSTRUCTIONS

4.00 GENERAL INFORMATION

Effort has been made to outline the requirements and provide information in a format that is clear and concise. Nevertheless, it is anticipated that questions may arise, or additional information may be needed. All contact relative to this solicitation should be made in writing and directed to CMHA's Contract Administrator, Gina Terry, 1242 East 49th Street, 5th Floor, Cleveland, Ohio 44114-3851, presleyw@cmha.net or by FAX to (216) 432-5908.

- A. Prepare proposals, quotations and presentations in a practical, legible, clear, concise, Coherent and straightforward manner without expensive eye-catching devices and elaborate formats or exhibits
- B. Each element and item of information requested must be answered completely, or any omissions completely explained and justified.
- C. It shall be understood that CMHA shall not accept charges for the requested information, and reserves the right to reject any and all proposals.
- D. Clearly state acceptance of the proposed contract schedule, all general and special provisions and contract clauses herein referenced, or define and completely justify any exceptions.
- E. The proposal shall be signed by an official authorized to bind the company and shall contain a statement that the proposal is firm for one hundred twenty (120) days from the due date.
- F. Proposals may be withdrawn by the bidder via written or telegraphic request received by CMHA no later than the time set for opening of the proposals. Any proposal that is withdrawn may nevertheless be opened and reviewed. Proposals opened on the proposal due date shall not be withdrawn without the consent of CMHA for one hundred twenty (120) days after the proposal due date.
- G. CMHA reserves the right to accept or reject any and all proposals received as a result of this RFP, to take exception to these RFP specifications, or to waive any informalities, or the failure of any bidder or of CMHA to comply therewith, to negotiate all terms and conditions with any qualified source, or to cancel or amend in part, or entirety, this RFP. All or part of a proposal will be incorporated into the final contract. Bidders may be excluded from further consideration for failure to fully comply with the specifications of this RFP. CMHA may determine to reject all proposals.
- H. CMHA will reject the proposal of any bidder who is debarred by the U.S. Department of Housing and Urban Development (HUD), and/or the State of Ohio from providing services to public housing authorities, and reserves the right to reject the proposal of any bidder who has previously failed to perform any contract properly for any purchaser, or to complete on time, contracts of a similar nature, who are not in the position to perform the contract, or who has neglected the payment of bills or otherwise disregarded as obligations to clients, purchasers, subcontractors, material men, or employees.
- I. Failure of the successful vendor to accept these and other terms will void the award. Acceptance of the proposal is subject to the approval of the CMHA Board and HUD.
- J. Potential bidders who receive this RFP and who do not wish to make a proposal are requested to reply with a letter stating such, on or before the date and time set forth for the receipt of proposals.
- K. CMHA reserves the right to make a contract award based solely upon the proposals, or to negotiate with one or more bidders. The bidder(s) selected for the award will be chosen on the basis of greatest benefit to CMHA, and not necessarily on the basis of lowest price.

4.01 MINORITY AND FEMALE BUSINESS ENTERPRISE PARTICIPATION

Small Disadvantaged Business (SDB) Program for Minority and Female Business Enterprise Participation, dated December 1994, is hereby incorporated into the solicitation by reference. A copy of this program is available upon request from the CMHA SDB Program staff at (216) 432-5016 ext. 4089. All inquiries relative to this program shall be directed to the CMHA SDB Program Administrator.

With the submission of this proposal, the bidder is required to provide an MBE/FBE Subcontracting Plan on Attachment B in accordance with CMHA's Small Disadvantaged Business Program for Minority and Female Business Enterprise Participation dated December 1994. The MBE/FBE Subcontracting Plan shall detail specifically how the bidder intends to meet an MBE participation goal of twenty percent (20%), and an FBE participation goal of ten percent (10%) in accordance with the Program. Only minority and female businesses certifiable under CMHA's Small Disadvantaged Business Program will be considered in meeting the goal achievement.

The MBE/FBE Participation requirements for a prime CMHA contract may not be applicable in whole or in part, to a prime CMHA Contract. To be considered for a complete or partial exemption of the MBE/FBE requirements, the bidder must document in writing the reason(s) for the requested exemption and submit that documentation in writing preferably a minimum of seven (7) days in advance of the bid date. CMHA shall determine whether, and the extent to which, an exemption is appropriate.

4.02 EQUAL EMPLOYMENT OPPORTUNITY CONTRACTING POLICY

The Equal Employment Opportunity Contracting Policy (hereinafter referred to as the Policy) adopted by the CMHA Board of Commissioners on October 3, 2001 was enacted to ensure non-discrimination and equal employment opportunities for contracts awarded by the Agency. The Policy sets specific employment goals for minorities and females in accordance with Presidential Executive Order 11246.

Pursuant to the Policy, each bidder shall submit with its bid an Employment Utilization Report demonstrating compliance with the requirements set forth under the Policy. Compliance with the provisions of the Policy is required for acceptable performance of the contract. Failure to comply with the Policy or with representations made on the Employment Utilization Report may result in the rejection of the bid or cancellation of the contract.

Each bidder must complete and submit the Employment Utilization Report at the time of bid. The Report shall accurately reflect the total number of employees of the firm/business identified by race, sex, and work classifications. Failure to submit or sign the Employment Utilization Report may rule the bid non-responsive. Submission of incomplete, inaccurate, or inconsistent information on the Report may result in a formal investigation and/or a rejection of part or the entire bid. Bidders shall be required to document "good faith" efforts taken towards compliance with the Policy.

Any questions regarding compliance with the Equal Employment Opportunity requirements should be directed to the CMHA Department of Purchasing and Distribution at 216-432-5016.

4.03 WORKERS' COMPENSATION AND LIABILITY INSURANCE

The successful bidder will be required to provide evidence of insurance for workers' compensation, general liability and automobile liability. A certificate of insurance must be provided for all coverage stating the limits and the effective and expiration dates of coverage, and must include an endorsement adding CMHA as an additional named insured. Coverage for Comprehensive General Liability insurance must have limits of not less than \$1,000,000.00 This coverage must be provided on an occurrence basis and include bodily injury, property damage, personal injury, advertising injury, blanket contractual coverage and owners/contractors protective liability. Coverage for Workers' Compensation and Automobile Liability must be provided at limits that meet or exceed the limits required by State Law. Evidence of continuous Workers' Compensation coverage throughout the duration of the contract must be provided to CMHA.

4.04 INVOICING AND PAYMENT

Invoices or vouchers for payment shall be certified by an approved and responsible official of the Contractor's organization. A monthly invoice must be submitted within thirty (30) days after services are provided. CMHA will pay invoices net thirty (30) days, after receipt of the invoice. Each invoice or voucher shall, at a minimum, be supported by a summary of the cumulative costs and a description of the service provided. Each invoice or voucher must also show the Contract Number. The Contractor shall submit one (1) original and two (2) copies of the invoice and mail to CMHA at the address below:

Cuyahoga Metropolitan Housing Authority
Accounts Payable - **Contract No. 17-380-07**
Cleveland, Ohio 44101-4967

4.05 APPLICABILITY OF OHIO PUBLIC RECORDS LAW

Contractors are advised that all bids/proposals submitted to CMHA are subject to Ohio public records laws, including O.R.C. Section 149.43 and may be subject to disclosure to the public. Information in bids/proposals and other submissions that would be deemed a trade secret or otherwise not subject to disclosure under Ohio public records laws shall be clearly indicated as such by the contractor. Also, the bidder shall submit one copy of its bid/proposal and other submissions, which has been redacted of all trade secrets and other information not subject to disclosure pursuant to a public records request. Failure to do so may subject the entire contents of a bid/proposal or other submission to disclosure under Ohio public records laws.

4.06 SAMPLE CONTRACT

A sample contract containing CMHA's terms and conditions is attached for review. Any exceptions or proposed modifications to this document should be submitted with the bidder's proposal.

SECTION V - PROPOSAL SUBMITTAL

5.00 FORMS

Submit one (1) original and five (5) copies of your proposal and completed Attachments **A, B, C, D, and E** in a sealed envelope, addressed as follows:

CMHA Purchasing Department
1242 East 49th Street, 5th Floor
Cleveland, Ohio 44114-3851
Attention: Walt Presley

"PROPOSAL" DO NOT OPEN
SOLICITATION NO. 17-380-07

Failure to return any of these Attachments will deem your proposal as non-responsive.

5.01 DELIVERY OF PROPOSAL

The proposal shall be delivered or mailed to the CMHA Purchasing Department, on or before the response date and time. Proposals, which are received after the response date and time, will be returned unopened to the sender. Overnight express envelopes must be identified as shown above, to eliminate late or mis-delivered proposals. **CMHA DOES NOT ACCEPT RESPONSIBILITY FOR LATE OR MIS-DELIVERED PROPOSALS.**

**ATTACHMENT A
CONTRACTOR INFORMATION**

PART I - ORGANIZATION

1. Current Name of Business _____

2. Previous Name of Business _____
(if applicable)

3. Business Address _____

4. Business Telephone No. _____ FAX No. _____

5. Year Business Established _____ Fed. Tax I.D. No. _____

6. Nature of firm's business _____

7. Number of persons in total aggregate work force _____

a. Percent of Work Force that is Minority _____

b. Percent of Work Force that is Female _____

8. Have you ever performed work for the City, County, State or Federal Government? Yes ___ No ___

9. Labor Relations:

A. Is this business a:

(1) Minority owned/operated business _____ Yes ___ No

(2) Women's owned/operated business _____ Yes ___ No

(3) Small, Disadvantaged business _____ Yes ___ No

B. Are you registered with the City, State, County, State or Federal Government as a:

(1) Minority owned/operated business _____ Yes ___ No

(2) Women's owned/operated business _____ Yes ___ No

(3) Small, Disadvantaged business _____ Yes ___ No

C. Are you currently certified with CMHA as a:

(1) Minority owned/operated business _____ Yes ___ No

(2) Women's owned/operated business _____ Yes ___ No

(3) Small, Disadvantaged business _____ Yes ___ No

D. Indicate if this named business or other firms with any of the same officers, have previously received or been subject to debarment by a Government Agency? ___ Yes ___ No

E. Indicate if this named business or other firms with any of the same officers, is currently subject to a pending investigation by a Governmental Agency for Labor Standards and / or Equal Employment Opportunity Violations: ___ Yes ___ No

PART II - OWNERSHIP AND OPERATION RESPONSIBILITY

Complete the following information for those persons having ownership in the business. (If there are additional names, please use a separate sheet of paper)

Name:	_____	_____	_____
Address:	_____	_____	_____
	_____	_____	_____
Phone No:	_____	_____	_____
Sex:	_____	_____	_____
Race:	_____	_____	_____
Years of Ownership:	_____	_____	_____
Percent of Ownership and voting rights:	_____	_____ %	_____ %

PART III - REFERENCES

List a minimum of three (3) accounts of recent work performance/services rendered, or both.

Business Name	_____	_____	_____
Address:	_____	_____	_____
	_____	_____	_____
Phone No:	_____	_____	_____
Nature of Work and Services:	_____	_____	_____
	_____	_____	_____
Location of Work Site:	_____	_____	_____

ATTACHMENT B

**MINORITY/FEMALE BUSINESS ENTERPRISE
SUBCONTRACTING PLAN**

Description of Work: _____

MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION

<u>Name of Minority Contractor/Vendor</u> (materials, equip., services, etc.)	<u>Scope of Work to be Subcontracted</u>	<u>Estimated Price</u>	<u>% of Bid</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

FEMALE BUSINESS ENTERPRISE (FBE) PARTICIPATION

<u>Name of Female Contractor/Vendor</u> (materials, equip., services, etc.)	<u>Scope of Work to be Subcontracted</u>	<u>Estimated Price</u>	<u>% of Bid</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned certifies that it is his/her intent to enter into a formal agreement with MBEs and FBEs for work listed in this Schedule, conditioned upon the award of a contract by the Cuyahoga Metropolitan Housing Authority.

Percentage of contract amount to be awarded to MBE: ____%

Percentage of contract amount to be awarded to FBE: ____%

Signature of Prime Bidder

Date

**CUYAHOGA METROPOLITAN HOUSING AUTHORITY
EMPLOYMENT UTILIZATION REPORT**

ATTACHMENT C

Contract #17-380-07

Company: _____

Date: _____

Job	Total	Male								Female					
		Male	Female	African Amer.	Hispanic Amer.	Asian Amer.	Amer. Indian	Caucasian Amer.	Alaska Native	African Amer.	Hispanic Amer.	Asian Amer.	Amer. Indian	Caucasian American	Alaska Native
Office/Manager															
Professionals															
Technicians															
Sales Workers															
Office/Clerical															
Craftsmen Semi-skilled															
Laborers Unskilled															
Service Workers															
T's Report															
Percentage of Total No. Of Employees															

The undersigned certifies that he/she is legally authorized by the Bidder to make the statements and representations stated above; that the above indicated information is true and accurate to the best of his/her knowledge and belief. Present employment statistics are current "within thirty (30) days of the execution of this document.

Company Official's Signature and Title

Telephone No.

Dated Signed

Note to Bidders: Submission of incomplete, inaccurate, or inconsistent information on the Report may result in a formal investigation and/or a rejection of part, or the entire bid.

ATTACHMENT D

**NON - COLLUSIVE AFFIDAVIT
(Must Be Notarized)**

State of _____

County of _____

_____, being first duly sworn, deposes and says:
(Name)

That he/she is _____
(Title)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communications or conference, with any person to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element overhead, profit or cost element of said bid price; or that of any other bidder, or to secure any advantage against the Cuyahoga Metropolitan Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature: _____
Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and sworn to before me this
_____ day of _____, 20 _____

My commission expires _____
20 _____

Certifications and Representations of Offerors
Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(iv) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

**EXHIBIT 1
SAMPLE CONTRACT NO. 17-380-07**

This Contract made and entered into, by and between Cuyahoga Metropolitan Housing Authority, a body corporate and politic created and organized pursuant to and in accordance with Chapter 3735 of the Ohio Revised Code, hereinafter referred to as "CMHA" and _____, located at _____, _____, _____ (_____), hereinafter, referred to as the "Contractor", shall consist of the following terms:

RECITALS

WHEREAS, the Cuyahoga Metropolitan Housing Authority, (CMHA) through its purchasing department is soliciting proposal for a program of Integrated Pest Management (IPM).

WHEREAS; and

WHEREAS, a Request for Proposal (RFP) for an Integrated Pest Management Program was publicly advertised in The Plain Dealer on _____ and _____, 2006 and in the Call and Post on _____, 2007. In response to the RFP, _____ proposals were received; and

WHEREAS, each proposal was evaluated by a committee of _____ persons consisting of representatives from the _____, _____, and _____ departments on _____, 2007; and

WHEREAS, it was the consensus of the evaluation team that the proposal submitted by _____ offered the best value to the Agency and met all the criteria outlined in the RFP.

THEREFORE, in consideration of the mutual provisions contained herein, CMHA and the Contractor hereby agree to the following terms:

1. SCOPE OF WORK

The Contractor shall provide the services as defined in the Scope of Service of the Request for Proposal (RFP), and as defined herein. The (RFP) and the Proposal Response, which was submitted by the Contractor, are incorporated by reference into this Contract and becomes a part thereof, as evidenced by Exhibit A (RFP) and Exhibit B (Proposal Response), as if both documents were fully rewritten into the terms of the Contract. In the event there is a conflict with any provision of this Contract, the terms of the Contract shall prevail over the RFP and the provisions of the RFP shall prevail over the Proposal Response.

2. TERM OF CONTRACT

The term of this Contract shall be for a period of two (2) years beginning June 1 ,2007 and ending May 31, 2009. The term of this agreement may be formally modified in writing by the Contract Administrator.

CMHA may discontinue this contract immediately upon furnishing notice to the Contractor if the parties fail to agree upon any deletion, amendment, or addition to this agreement, which is required by Statute, Executive Order, Procurement Regulation, or HUD Regulations. No deletion, modification, addition to, or discontinuance of this contract shall affect any orders hereunder entered into prior to the effective date of such change, unless mutually agreed to by the parties or otherwise required by operation of law.

3. TYPE OF CONTRACT/FEE

The Contract shall be a "Firm Fixed Price" contract. The total amount of this contract shall not exceed _____ (\$_____) unless the Contract is formally modified in writing by the Contract Administrator.

4. INVOICING AND PAYMENT

Invoices or vouchers for payment shall be certified by an approved and responsible official of the Contractor's organization. Each invoice or voucher shall, at a minimum, be supported by a summary of the cumulative costs, a description of the service provided and the date of the performance of service. **EACH INVOICE OR VOUCHER MUST ALSO SHOW THE CONTRACT NUMBER.** The Contractor shall submit one (1) original and two (2) copies of the invoice and mail to CMHA as follows:

Cuyahoga Metropolitan Housing Authority
Accounts Payable – Contract 17-380-07
P.O. Box 94967
Cleveland, Ohio 44101-4967

CMHA will pay each invoice within thirty (30) days after receipt of a proper invoice which has been received by the payment office with a receiving report or other CMHA documentation authorizing payment and showing that there is not disagreement over quantity, quality or contractor compliance with any contract requirement. Contractor will also be required to submit to CMHA evidence of the final payment, after payment has been made at the conclusion of, or termination of the contract.

5. TERMINATION OF CONTRACT

CMHA reserves the right to terminate this contract by giving reasonable notice to the Contractor. Reasonable notice shall be fourteen (14) business days or less, commensurate with the exigencies of the situation. If for any reason the Contractor fails to perform the terms of this contract to the full satisfaction of CMHA, all legal remedies shall be available to CMHA. In the event of termination, CMHA will only be held responsible for the compensation of goods and/or services under contract, which have been approved.

6. CIVIL RIGHTS REQUIREMENTS

Title VII of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, as amended; Executive Orders 11603 (27 C.F.R. 11527), 12432, and 12138 (Women's Business Enterprise), Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, (12 U.S.C. 1701U). HUD Regulations (24 C.F.R. Part 135) implementing Section 3, Age Discrimination Act of 1975 (42 U.S.C. 6101 et.seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Americans with Disabilities Act of 1990, 42 U.S.C. 12101-213 and implementing regulations at 29 CFR part 1630 and 36 CFR part 1191, and all applicable regulations issued pursuant to these laws are hereby incorporated into and made a part of this contract by reference. Contractor shall ensure compliance with the terms, conditions, and requirements set forth under the above "Civil Rights Requirements". Contractor must insure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, handicap, or national origin.

7. MINORITY/FEMALE BUSINESS ENTERPRISE (MBE/FBE) PARTICIPATION

The Contractor shall be required to demonstrate Affirmative Action compliance toward meeting CMHA's Minority/Female Business Enterprise (MBE/FBE) Participation goals. CMHA proposes that a goal of at least twenty percent (20%) of the total dollar value of all Agency procurement/ expenditures be expended, either directly or indirectly, unto bona fide Minority Business Enterprises; and at least ten percent (10%) of the total dollar value of all Agency procurement/expenditures be expended, either directly or indirectly, unto bona fide Female Business Enterprises.

Prior to execution of the Contract, the Contractor shall provide CMHA with a written report on MBE/FBE participation, documenting the name(s) of the M/FBE participant(s); the nature of the firm's business and services to be performed under the Contract; the total dollar value of the MBE/FBE expenditure; and/or shall provide documentation of the Affirmative Action taken to ensure "good faith" efforts in meeting CMHA's 20% goal requirement. The Contractor agrees to submit to CMHA a report on MBE/FBE participation, as may be requested by CMHA.

8. EQUAL EMPLOYMENT OPPORTUNITIES

The Equal Employment Opportunity Contracting Policy (hereinafter referred to as the Policy) adopted by the CMHA Board of Commissioners on October 3, 2001 was enacted to ensure non-discrimination and equal employment opportunities for contracts awarded by the Agency. The Policy sets specific employment goals for minorities and females in accordance with Presidential Executive Order 11246.

Pursuant to the Policy, at the request of CMHA, the Contractor shall submit an Employment Utilization Report demonstrating compliance with the requirements set forth under the Policy. Compliance with the provisions of the Policy is required for acceptable performance of the contract. Failure to comply with the Policy or with representations made on the Employment Utilization Report may result in the cancellation of the contract.

The Employment Utilization Report shall accurately reflect the total number of persons employed by the Contractor, identified by race, sex, and work classifications. Submission of incomplete, inaccurate, or inconsistent information on the Employment Utilization Report may result in a formal investigation and/or cancellation of the contract. When requested by CMHA, the Contractor shall be required to document "good faith" efforts taken towards compliance with the Policy.

9. SECTION 3 COMPLIANCE REQUIREMENTS

The work to be performed under this contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C, 170u (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.

If applicable, 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.

If applicable, 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 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.

If applicable, 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 of knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

If applicable, 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.

Noncompliance with HUD's regulations in 24 CFR part 135, when applicable, may result in sanctions, termination of this contractor for default, and debarment or suspension from future HUD assisted contracts.

10. DRUG FREE WORK PLACE

By signing this Contract, the Contractor certifies that it maintains a drug free work place in compliance with the Drug Free Work Place Act of 1988 which is set forth in 41 U.S.C. 701 et.seq. and with the federal regulations promulgated by the Department of Housing and Urban Development in 24 C.F.R. 24 et.seq.

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited on Contractor's premises.

b. "Controlled substance" for purposes of this statement means a controlled substance listed in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C., Section 812), and as further defined by federal regulations, (21 C.F.R., Section 1300.11 through 1300.15). This list includes but is not limited to marijuana, heroin, PCP, cocaine and amphetamine.

c. Further, by signing this Contract, the Contractor agrees to furnish CMHA any and all certificates, documents and/or records pertaining to this Act in such form and as often as CMHA may require.

11. ACCESS TO RECORDS/AUDIT

CMHA, the U.S. Department of HUD, and the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Agent which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts and transcriptions.

12. RETENTION OF RECORDS

The Contractor shall retain all books, documents, papers and records for three (3) years after final payment and all other pending matters are closed. Such records required by CMHA include, but are not limited to, financial reports, intake and participant information, program and audit reports, books, documents, papers, and all other relevant information.

13. CONFLICT OF INTEREST

No member, officer, or employee of CMHA, no member of the governing body locality of CMHA, no member of the governing body of the locality in which CMHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall during this tenure, or for one year thereafter, have any interest, direct or indirect in this Contract or the proceeds thereof.

14. CERTIFICATION OF INDEPENDENT PRICING

By signing this Contract, the Contractor certifies that it has not employed any persons to solicit or procure this Contract; and that the Contractor has not now, and will not acquire any interest, direct or indirect, present or prospective, that would prevent its executing the certifications required by this Contract, and has not employed and will not employ any person having such interest during the term of this Contract either directly or indirectly.

The contractor, if requested, will furnish CMHA with an affidavit setting forth the foregoing representations that the Contractor has no such interest and has not made any payment or agreement for payment of any such commission. Upon request, the Contractor will promptly procure from each person employed by or associated with the Contractor, in connection with the performance of work hereunder an affidavit that such person has no such interest.

15. TRANSFER OF INTEREST

The Contractor shall not assign, nor transfer, or subrogate any interest in this contract, except that claims for monies due or becoming due to CMHA under the contract may be assigned to a bank, trust company, or other financial institution for collection purposes only. The Contractor may neither assign nor transfer its financial interest herein, without the prior written consent of CMHA.

16. CONTRACT MANAGEMENT

CMHA's Contract Administrator, under the direction of CMHA's Director of Purchasing and Distribution, identified herein, shall be the only individual authorized to direct and/or redirect the efforts or amend the items of this Contract other than those instances specifically delegated to the Contract Technical Representative (CTR) by the terms of this Contract or designated in writing by the Contract Administrator. CMHA may, by written notice to the Contractor or Agent, change such Contract Administrator at any time. CMHA's Contract Administrator is:

Gina Terry
CMHA Purchasing Department
1242 East 49th Street, 5th Floor
Cleveland, Ohio 44114-3851
(216) 432-5016, Ext.4083
E-Mail: terryg@cmha.net

In the event any performance direction is interpreted by the Contractor to fall within the Clause of the General Provisions hereof entitled "Changes", the Contractor shall not implement such direction, but shall notify the Contract Administrator in writing of such interpretation within ten (10) days after Contractor's receipt of such direction. Such notice shall include Contractor's best estimate as to revision in estimated price, cost, fee, performance time, delivery schedules and any other contractual provisions that would result from implementing the performance direction. Failure of the Contractor and CMHA to agree on whether the Contract Technical Representative's direction is technical direction or a change within the purview of the "Changes" clause shall be a dispute concerning a question of fact within the meaning of "dispute" as set forth in the "Changes" clause.

17. CONTRACT TECHNICAL REPRESENTATIVE (CTR)

The work to be performed by the Contractor under this Contract is subject to the surveillance and written technical direction of CMHA's Contract Technical Representative (CTR). The following individual shall be the only authorized CTR under this Contract:

Walt Presley
CMHA Purchasing Department
1441 West 25th Street
Cleveland, Ohio 44113
Telephone No. (216) 432-5016, Ext. 4077
E-mail: presleyw@cmha.net

Technical direction is defined as a directive to the Contractor within the definitions and requirements of Section 1, Scope of Service, which approves approaches, solutions, designs, or refinements; defines or otherwise furnish technical guidance to the Contractor. The CTR shall monitor the Contractor's performance with respect to compliance of the requirements of this Contract. This includes review and inquiries regarding work, schedule, progress, and cost. Technical direction and management surveillance shall not impose new or revised existing task and requirements stated in the Scope of Work. The technical direction to be valid:

1. Must be consistent with the general scope of the work set forth in this Contract;
2. Shall not commit CMHA to any adjustment of the price, cost, fees or other contract provisions. Any action taken by the Contractor in response to any direction given by any individual, other than CMHA's Contract Technical Representative or Contract Administrator (as identified above), shall be at the Contractor's own risk.

18. SUBCONTRACTING

Contractor agrees that no subcontract(s) shall be let under this agreement without first submitting a written request to CMHA and receiving prior written consent from CMHA.

19. CONTRACT CLAUSES

The contract clauses which are set forth below and otherwise noted in the body of this Contract, are incorporated in this Contract by reference with the same force and effect as though herein set forth in full text. All such clauses shall, with respect to the rights, duties and obligations of CMHA, be interpreted and construed in such a manner as to recognize and give effect to the contractual relationship between CMHA and the Contractor. As used therein, the term "Agent" and equivalent terms shall mean Contractor and the terms "the Government" and "the Contracting Officer" and equivalent terms shall include CMHA and CMHA's authorized representative hereunder, respectively.

The following FAR Clauses shall apply:

FAR CLAUSE NUMBER	TITLE
52.203-3	Gratuities
52.203-7	Anti-Kickback Procedures
52.222-26	Equal Opportunity
52.222-20	Walsh-Healey Public Contracts Act
52.228-7	Insurance-Liability to Third Persons
52.242-15	Stop Work Order
52.243-1	Changes - Fixed Price
52.244-2	Subcontracts
52.249-2	Termination for Convenience of the Government (Fixed Price)

20. DISPUTES

All disputes arising under or relating to this Contract shall be resolved in the following manner: Failure of either party to agree to any condition contained in the provisions of this contract shall constitute a dispute under this contract. Any and all such disputes shall be resolved to the mutual agreement of both parties within fifteen (15) days following written notice by either party that such a dispute exists. Failure of either party to settle the dispute within the specified time period will provide a basis and cause for termination of this Contract as per FAR 52.249-02, Termination (Fixed Price).

21. GOVERNING LAW

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations. This contract shall be governed in all respects by the laws of the State of Ohio.

22. INDEPENDENT CONTRACT RELATIONSHIP

The parties to this Agreement expressly intend to create an independent contractor relationship. The parties further agree that the conduct and control of the work to be performed will lie solely with the Contractor not an agent or employee of CMHA for any purpose, and no agency, trust or other relationship is created by this Agreement.

23. PERSONNEL

In addition to any professional and support staff authorized or required under this Agreement, Contractor shall employ such qualified and experienced personnel or companies as are necessary to provide the services as required by this Agreement and applicable professional standards. Such personnel shall not be employees of or have any contractual relationship with CMHA. The Contractor must provide prior written approval for the hourly rates of pay for the additional personnel. The overall costs shall not exceed the approved budget of the grant.

Contractor assumes all responsibility for any and all Workers' Compensation premiums, unemployment compensation premiums, and all federal, state and local taxes due on the compensation paid to contractor's employees. Contractor agrees to follow all federal, state, and local regulations pertaining to any persons employed by Contractor to provide services under this Agreement.

24. ORDER OF PRECEDENCE

To the extent of any inconsistency between this Contract document, the exhibit and any specifications, or other documents, which are made a part hereof, either as an attachment by reference or otherwise, the following Order of Precedence shall apply in the priority listed below:

1. The Contract Document
2. Request for Proposal
3. Proposal Response

IN WITNESS WHEREOF, CMHA and Contractor have executed the Contract as of the dates shown below:

WITNESS

(NAME OF CONTRACTOR/VENDOR)

(Name of Principal/Authorized Agent)
Title

Date

WITNESS

**CUYAHOGA METROPOLITAN
HOUSING AUTHORITY**

George A. Phillips
Executive Director

Date

The legal form and correctness of
this document are hereby approved
for execution.

Audrey H. Davis
Acting General Counsel

Attorney for CMHA

Date: _____

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
- (2) 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 in 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:]

CUYAHOGA METROPOLITAN HOUSING AUTHORITY

DEVELOPMENT LISTING

ARCHWOOD-DENISON

PARK-DENISON (2)
4016 Denison Avenue
Cleveland, OH 44109
(216) 348-1391

BEREA (CITY OF)

QUARRYTOWN (1, 2)
55 West Bagley Road
Berea, Oh 44017
(216) 476-4197

BUCKEYE-SHAKER

LARONDE APARTMENTS (1, 2)
12024 Shaker Boulevard
Cleveland, OH 44120
(216) 795-6847

CENTRAL

CARVER PARK (4)
2370 Unwin Avenue
Cleveland, OH 44104
(216) 432-3860
CEDAR EXTENSION FAMILY (4)
2450 Central Avenue
Cleveland, OH 44115
(216) 348-4967
CEDAR EXTENSION (1, 2)
2320 East 30th Street
Cleveland, OH 44115
(216) 776-3970
OLDE CEDAR (4)
2617 Central Avenue
Cleveland, OH 44115
(216) 348-5170
OLDE CEDAR II (4)
2804 Cedar Avenue #51
Cleveland, OH 44115
(216) 348-5190
KING KENNEDY NORTH (1, 2)
2501 East 59th Street
Cleveland, OH 44104
(216) 432-3832
KING KENNEDY SOUTH FAMILY (4)
6001 Woodland Avenue
Cleveland, OH 44104
(216) 432-3600
OUTHWAITE (4)
4840 Scovill Avenue
Cleveland, OH 44104
(216) 432-2840

CLEVELAND HEIGHTS

SEVERANCE TOWER (1, 2)
25 Severance Circle
Cleveland Hts., OH 44118
(216) 795-6797

DOWNTOWN

BOHN TOWER (1, 2)
1300 Superior Avenue
Cleveland, OH 44113
(216) 348-5150

EAST CLEVELAND

APTHORP TOWER (1, 2)
12900 Superior Avenue
East Cleveland, OH 44112
(216) 795-9010

EDGEWATER-CUDELL

WEST BOULEVARD (2)
9520 Detroit Avenue
Cleveland, OH 44102
(216) 348-1131

HOUGH

ADDISON SQUARE (1, 2)
7400 Wade Park Avenue
Cleveland, OH 44103
(216) 432-3820
ADDISON TOWNHOUSES (4)
1441 East 71st Street
Cleveland, OH 44103
(216) 881-8001
SPRINGBROOK APARTMENTS (2)
1675 Ansel Road
Cleveland, OH 44106
(216) 795-9067
WADE APARTMENTS (2)
9500 Wade Park Avenue
Cleveland, OH 44106
(216) 795-9000
WILLSON FAMILY (4)
1919 East 55th Street
Cleveland, OH 44103
(216) 432-3800
WILLSON TOWER (2)
1919 East 55th Street
Cleveland, OH 44103
(216) 432-3800

KAMM'S CORNER

FAIRWAY MANOR (1, 2)
17815 Fairway Drive
Cleveland, OH 44135
(216) 476-4168
LORAIN SQUARE (1, 2)
16321 Lorain Avenue
Cleveland, OH 44135
(216) 476-4164

KINSMAN

GARDEN VALLEY (4)
7102 Port Avenue
Cleveland, OH 44104
(216) 441-8425

NORTH COLLINWOOD

BEACHCREST (1, 2)
16700-16800 Lakeshore Blvd.
Cleveland, OH 44110
(216) 795-9021
EUCLID BEACH GARDENS (1, 2)
16001 Euclid Beach Boulevard
Cleveland, OH 44110
(216) 795-9015

OAKWOOD VILLAGE (CITY OF)

OAKWOOD GARDENS (4)
23065 Broadway Avenue
Oakwood, OH 44146
(440) 439-5733
OAKWOOD VILLA (1)
23065 Broadway Avenue
Oakwood, OH 44146
(440) 439-5733

OHIO CITY

LAKEVIEW TERRACE (4)
2700 Washington Avenue
Cleveland, OH 44113
(216) 348-5040
LAKEVIEW TOWER (2)
2700 Washington Avenue
Cleveland, OH 44113
(216) 348-5040
RIVERVIEW FAMILY (4)
1795 W. 25th Street
Cleveland, OH 44113
(216) 348-5155

RIVERVIEW TOWER (1, 2)
1795 W. 25th Street
Cleveland, OH 44113
(216) 348-5155

OLD BROOKLYN

CRESTVIEW (2)
1300 Crestline Avenue
Cleveland, OH 44109
(216) 348-1391

PURITAS-LONGMEAD

BELLAIRE TOWNHOUSES (4)
12555 Bellaire Road
Cleveland, OH 44135
(216) 476-4150
BELLAIRE GARDENS (2)
12000 Wanda Avenue
Cleveland, OH 44135
(216) 476-4160

RIVERSIDE PARK

RIVERSIDE PARK (4)
17800 Parkmount Avenue
Cleveland, OH 44135
(216) 476-4183

TREMONT

JEFFERSON - W. 5th (4)
2543 W. 7th Street
Cleveland, OH 44113
(216) 348-5165
MANHATTAN TOWER (2)
2882 West 14th Street
Cleveland, OH 44113
(216) 348-1391
SCRANTON CASTLE (1, 2)
2000 Castle Avenue
Cleveland, OH 44113
(216) 348-5124
VALLEYVIEW (4)
2543 W. 7th Street
Cleveland, OH 44113
(216) 348-5165

UNION-MILES PARK

MILES-ELMARGE (2)
10304 Miles Avenue
Cleveland, OH 44105
(216) 441-8432
UNION SQUARE (2)
3495 East 98th Street
Cleveland, OH 44104
(216) 441-8438

UNIVERSITY CIRCLE

AMBLESIDE TOWER (1, 2)
2190 Ambleside Road
Cleveland, OH 44106
(216) 795-9005

WOODLAND HILLS

MOUNT AUBURN MANOR (1, 2)
3061 East 93rd Street
Cleveland, OH 44104
(216) 795-9080
WOODHILL HOMES (4)
2567 Woodhill Avenue
Cleveland, OH 44104
(216) 795-9091

Development Key:

(1) Senior Living (2) High-Rise
(3) Supportive Living (4) Family



CMHA OPERATING REGIONS

REV. JULY 2004

WEST REGION

- W1 Bellaire Gardens A Scattered Homes
- W2 Bellaire Gardens B Scattered Rehab.
- W3 Bellaire Townhouses Scattered Townhouses
- W4 Crestview
- W5 Fairway
- W6 Lakeview Tower
- W7 Lakeview Terrace
- W8 Lorain Square
- W9 Manhattan Tower
- W10 Park Denison
- W11 Puritas Gardens
- W12 Riverside Park
- W13 Riverview Towers
- W14 Riverview Family
- W15 Scranton Castle
- W16 West Boulevard
- W17 Walton Landon
- W18 Valleyview
- W19 Jefferson W. 5th
- W20 Bohn Tower

EAST REGION

- E1 Addison Square
- E2 Addison Townhouses
- E3 Apthorp
- E4 Beachcrest
- E5 Euclid Beach Gardens
- E6 Garden Valley
- E7 Noah East
- E8 Union Square
- E9 Oakwood Gardens
- E10 LaRonde
- E11 Miles Elmerge
- E12 Mt. Auburn
- E13 Woodhill Scattered
- E14 Woodhill Homes
- E15 Woodhill Shale
- E16 Harvard Townhouses
- E17 Oakwood Villas
- E18 Springbrook Apts.
- E19 Wade Park

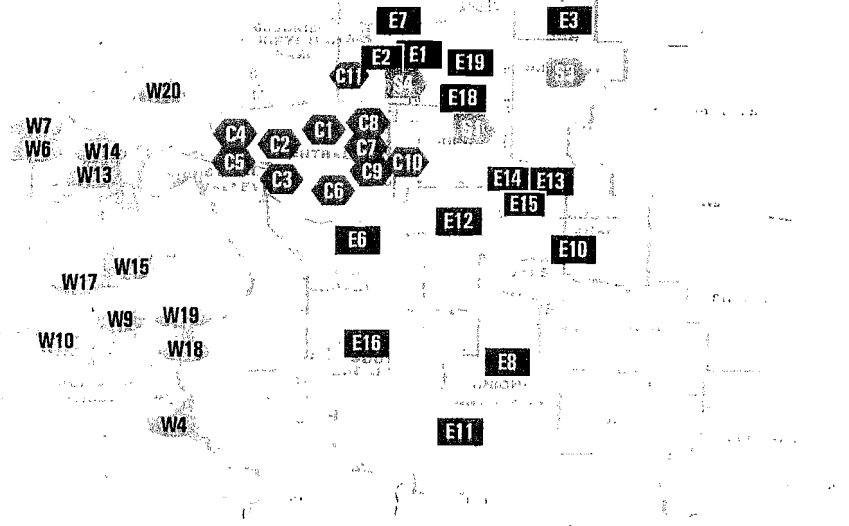
CENTRAL REGION

- C1 Carver Park
- C2 Cedar Extension High Rise
- C3 Cedar Extension
- C4 Olde Cedar I
- C5 Olde Cedar II
- C6 Outhwaite Homes
- C7 King Kennedy North High Rise
- C8 Phoenix Village
- C9 King Kennedy South High Rise
- C10 Renaissance & Delaney Villages
- C11 Willson Apts.

SECTION 8
NEW
CONSTRUCTION

- Ambleside
- Quarrytown
- Severance
- Woody Woods

QUARRYTOWN (Berea)



OAKWOOD VILLAGE

E9
E17