

REQUEST FOR PROPOSALS
MUNICIPAL HOUSING AUTHORITY OF THE CITY OF SCHENECTADY

Integrated Pest and Bed Bug Management Program

RELEASE DATE: Friday, December 8, 2016

**RESPONSE DATE AND TIME:
Monday, January 9, 2017, at 10:00 AM**

SOLICITATION NO: 2017-01

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ATTACHMENTS: (Complete attachments where applicable and returned with proposal)
A) Certifications and Representations of Offerors (form HUD-5369-C)
B) SMHA Property and Unit Data

SECTION I – GENERAL TERMS AND CONDITIONS

1.1 SUMMARY STATEMENT

The Municipal Housing Authority of the City of Schenectady, hereinafter referred to as "Authority," has a need for the provision of a contractor to perform Integrated Pest Management and Bed Bug Extermination Services at the Schenectady Municipal Housing Authority sites located in the City of Schenectady.

The intent of this Request for Proposals (RFP) is to award a contract to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the Authority.

Contractor shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities. No plea of ignorance by the contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the contractor to make the necessary exterminations and investigations, or failure to fulfill in every detail the requirements of the RFP, will be accepted as a basis for varying the requirements of the Authority of the compensation to the contractor. Proposers may attend an optional site visit. Please note that although the site visit is not mandatory, the specifications require a set of Sample IPM Plan documents based on knowledge of the properties so it is highly recommended that you attend. The site visit will be held on Wednesday December 21, 2016 at 9:00 a.m. Refer to Section 1.13 for more information on the site visit.

1.2 PROCUREMENT METHOD

A contract will be awarded in accordance with the Competitive Proposal procurement method per the Authority's Procurement Policy. The intent of the RFP is to award a contract to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the Authority.

In addition, the Authority will be accepting proposals in a parallel time frame for alternative Bed Bug Treatment options from vendors that may lack required licensing for chemical treatment. This includes and is not limited to use of heat, cryogenics, etc.

1.3 CONTRACT TYPE

The Contract that results from the RFP will be a Cost Reimbursement type contract. The Authority reserves the right to make multiple contract awards for any or all of the legal services required pursuant to this RFP.

1.4 CONTRACT DURATION

The contract resulting from this RFP shall be for a period of three (3) years commencing on or about February 1, 2017, with an option to renew for two (2) additional years.

1.5 INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the Authority is contracting with the successful bidder as an independent contractor. The parties hereto

understand and agree that the Authority shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful bidder under this contract and that the successful bidder has no authority to bind the Authority.

1.6 CONTRACTOR RESPONSIBILITY

Procurements shall be conducted only with responsible parties, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-procurement programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other Authorities), and have all applicable licenses and financial and technical resources. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.

Contracts shall not be awarded to debarred, suspended or ineligible contractors. Contractors may be suspended, debarred, or determined ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) when necessary to protect the Authority in its business dealings.

1.7 CONDITIONS FOR SUBCONTRACTING AND APPROVALS

The Contractor may not subcontract any portion of the services provided under this RFP without obtaining the prior written approval of the Authority, which approval the Authority may withhold or condition in its sole and absolute subjective discretion. The Authority shall not be responsible for the fulfillment of the Contractor's obligations to their subcontractors.

1.8 MANDATORY CONTRACTUAL TERMS

By submitting a proposal in response to this RFP, a contractor, if selected for award, shall be deemed to have accepted the terms of this RFP, and any revisions thereto, and this RFP shall be made a part of the engagement contract with the successful bidder.

1.9 INDEMNITY

Contractor covenants and agrees to fully indemnify and hold harmless the Authority and the elected officials, employees, officers, directors, and representatives of the Authority, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the Authority, directly or indirectly arising out of resulting from or related to contractor's activities under this contract, including any acts or omissions of contractor, any agent, officer, director, representative, employee, consultant or subcontractor of contractor, and their respective officers, agents,

employees, directors and representatives while in the exercise or performance of the rights or duties under this contract, all without, however, waiving any governmental immunity available to the Authority under New York State law and without waiving any defenses of the parties under New York State law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the authority in writing of any claim or demand against the Authority or contractor known to contractor related to or arising out of contractor's activities under this contract and shall see to the investigation and defense of such claim or demand at contractor's cost. The Authority shall have the right, at its option and at its own expense, to participate in such defense without relieving contractor of any of its obligations under this paragraph.

It is the express intent of the parties to this contract, that the indemnity provided for in this section, is an indemnity extended by contractor to indemnify, protect and hold harmless the Authority from consequences of the Authority's own negligence, provided however, that the indemnity provided for in this section shall apply only when the negligent act of the Authority is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of the Authority is the sole cause of the resultant injury, death, or damage. Contractor further agrees to defend, at its own expense and on behalf of the Authority and in the name of the Authority, any claim or litigation brought against the Authority and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this indemnity shall apply, as set forth above.

1.10 PROFESSIONAL LIABILITY AND WORKERS COMPENSATION INSURANCE

Prior to the commencement of any work, contractor shall furnish copies of all required endorsements and an original completed certificate(s) of insurance to the Authority, which shall be clearly labeled "Integrated Pest and Bed Bug Management Program." The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Authority will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the Authority. The Authority shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the Authority. No officer or employee shall have authority to waive this requirement. The contractor shall provide the Authority with current certificates of insurance for all coverage required by the terms of this contract, naming the Municipal Housing Authority of the City of Schenectady and the U.S. Department of Housing and Urban Development as Additional Insured.

The Authority reserves the right to review the insurance requirements of this Article during the effective period of this contract and any extension or renewal hereof and to

modify insurance coverage and their limits when deemed necessary and prudent by Authority's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will the Authority allow modification whereupon the Authority may incur increased risk.

A contractor's financial integrity is of interest to the Authority; therefore, subject to contractor's right to maintain reasonable deductibles in such amounts as are approved by the Authority, contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of New York and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

Type	Amount
Workers Compensation Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage (f) \$50,000
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$2,000,000 per occurrence

The Authority shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the Authority, and may require the deletion, revision, or modifications of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to the

Authority at the address listed below within 10 days of the requested change.
Contractor shall pay any costs incurred resulting for said changes.

Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- Name the Authority and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Authority, with the exception of the workers' compensation and professional liability policies;
- Provide thirty (30) calendar days advance written notice directly to the Authority of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to the Authority. The Authority shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this agreement.

It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the Authority for liability arising out of operations under this contract.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

1.11 INVOICING

Invoices for the payment of services at the rates identified in the proposal shall be submitted to the Authority in a monthly summary format for work performed in the preceding month. The format for each period of service will include date and time of service, a description of work performed, time spent on the service, location and a total invoice amount.

1.12 SECTION 3

If the successful bidder or a subcontractor of the successful bidder has the need to hire

new persons to complete their contract responsibilities, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. In addition, the successful bidder must notify the recipient agency about their efforts to comply with Section 3 and submit any required documentation.

Section 3 Business Concern means a business concern that is (1) 51 percent or more owned by Section 3 residents; or (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "Section 3 business concern."

Section 3 resident means: (1) A public housing resident; or (2) An individual who resides in the City of Schenectady and who is: (i) A low-income person, as defined to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by HUD, with adjustments for smaller and larger families; or (ii) A *very low-income person*, as defined to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

1.13 OPTIONAL SITE VISIT AND INITIAL INSPECTION REPORT

Proposers may attend an optional site visit. Please note that although the site visit is not mandatory, the specifications require a set of Sample IPM Plan documents based on knowledge of the properties so it is highly recommended that you attend. The site visit will be held on **Wednesday, December 21, 2016 at 9:00 a.m.**, at the Schenectady Municipal Housing Authority, 2nd floor Administration Office, 375 Broadway, Schenectady, NY 12305. This is the only opportunity for Bidders to view properties prior to bidding; it will include seven developments so anticipate several hours and provide your own transportation.

Based on knowledge of our properties, the contractor shall submit a set of Sample IPM Plan documents in which the following specific points should be addressed:

- Discussions of effectiveness of previous efforts;
- Identification of problem areas in and around the building (locations and extents of infestations, observed damage, conditions conducive to infestation, harborage areas, sanitation deficiencies, avenues of potential entry);
- Contractor access system and coordination to all necessary areas;
- Information given to the contractor during the inspection about any restrictions or special safety precautions; and
- Any other items or factors that would impact the development of a pest and bed bug management program.

SECTION II – SCOPE OF WORK

SCOPE OF WORK

2.1 BACKGROUND AND PURPOSE

Background: The Authority requires the services of a contractor to perform complete Integrated Pest and Bed Bug Management services for all Schenectady Municipal Housing Authority properties in the City of Schenectady.

Purpose: The Authority requests proposals from qualified contractors for the provision of Integrated Pest and Bed Bug Management.

2.2 BIDDER QUALIFICATIONS

Contractors must provide evidence in their proposal that they meet the following minimum qualifications (for example: the names of personnel, copies of registrations, licenses, certifications):

1. Registered Structural Pest Control Company.
2. One onsite supervisor with Operator's License.
3. All onsite staff have Applicator certification.
4. Four (4) verifiable references provided.
5. All onsite supervisors have licenses.

Bidders not meeting these criteria will be eliminated without further evaluation.

2.3 MONITORING

Begin with a property-wide inspection and monitoring. Using both monitoring devices and visual inspection.

2.4 IPM PLAN

Use the monitoring results to design an IPM plan for the property. This plan will be updated at least annually along with monitoring results. The following components should be included in all written IPM plans:

- a. **Management objectives:** Identify key pests to be controlled, level of control desired (thresholds), and areas of the facility requiring special attention. Include a clear understanding of all guarantees, exclusions, and limitations, including the definitions of high-, medium-, and low infestations. Proposal must adhere to HUD's Guidance on IPM.
- b. **Communication and accountability system:** Designate contact people and alternates at both the facility and the contractor's company. Establish a location for the pest activity log book(s) at the facility. Set up a procedure for the contractor to report maintenance or pest prevention needs to appropriate staff at the facility.
- c. **Schedule of service:** Describe the expected schedule and duration of service visits required to meet management objectives. Except as otherwise agreed upon, all work at properties under this contract should be performed between 8:00 a.m. and 4:00 p.m., Monday through Friday, and should not interfere with daily Authority operations.
- d. **Monitoring program:** The contractor should describe methods and procedures to be used for a) identifying sites of pest harborage and access; and b) assessing pest populations throughout the term of the contract. This information must include general locations of common area monitoring

traps and responsibilities for routinely checking the traps. Differences in pest procedures associated with seasons and preventative action should be addressed. As a general rule, pesticides should not be applied unless monitoring indicates the presence of pests in that specific area.

e. Description of IPM methods and products:

- Summarize nonchemical IPM methods proposed and choose pest management strategies that are:
 - Least disruptive of natural controls;
 - Least hazardous to human health;
 - Least toxic to non-target organisms;
 - Least damaging to the environment;
 - Most likely to produce a permanent reduction of the pest population;
 - Easiest to carry out effectively; and
 - Most cost-effective over the short and long-term.
 - Relate the IPM methods listed above as they relate to Bed Bug Management using a specific strategy or protocol. (This strategic information should be inclusive of all steps of Bed Bug Extermination, including detection method, preparation, treatment, and follow up.)
 - Do not apply pesticides inside or outside unless visual inspection or a monitoring device indicates the presence of pests in that specific area;
 - Control rodents inside buildings only with trapping devices. All such devices shall be concealed from view, being placed in protected areas unaffected by routine cleaning and other operations. Check trapping devices on a schedule approved by the Contract Manager. The Contractor is responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner;
 - Use portable vacuums rather than pesticide sprays for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs;
 - Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical; and
 - The Contractor shall apply all insecticides as “crack and crevice” treatments only, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process.
 - List EPA-approved pesticide products proposed for use in the program together with the rationale, proposed methods of use, and methods planned to minimize exposure. For each pesticide, list the product name, EPA registration number, pests targeted, and where pesticide will be applied (e.g., indoors, in wall voids, or outside).
- f. Desirable structural or operational changes:** Identify pest-proofing activities or modification of staff operational methods or timing that would improve pest management efforts (e.g., caulking around pipes).
- g. Record-keeping system:** Describe data to be collected and provide a sample monitoring form designed to track data on pest location, populations, harborage, trends in pest populations, status

of previously suggested pest exclusion and prevention measures for which facility staff are responsible, and other relevant information. See "Log Book" below.

- h. **Education and training activities:** List recommended education and training activities for facility staff that would increase their support for IPM activities.

2.5 SERVICE UNITS

Treatments should be scaled to the type and level of infestation and priced accordingly.

- a. **Focus units:** Units that are infested (henceforth referred to as Focus Units) shall be serviced at least monthly until the infestation is gone. Once pest-free, the focus unit will be removed from the monthly service list and inspected routinely.
- b. **Unit turnover service:** Conduct intensive inspection and necessary treatment as requested by the Authority when units are prepared for occupancy. Typically these units will be existing units changing residents. They may also be new units added to the scope of the contract. A unit is treated at unit turnover only if evidence of pest infestation is found.
- c. **Routine inspection:** Conduct regularly scheduled inspections for pests, set out or collect monitoring traps, and treat units for pests as needed. Sticky trap monitors shall be placed in all common areas and checked/replaced at each routine service. Schedule routine inspections so that the Contractor visits each unit twice a year, using the same PMPs when possible.
- d. **Call-back service:** Conduct follow-up inspection in response to resident or staff complaints. Routine call-back service shall be furnished within one (1) workday after receipt of notification by the Authority. Call-back service required by the Authority due to contractor negligence will be at no charge.
- e. **Emergency services** are directed at urgent pest problems that must be addressed as soon as is practical. They are not "call backs" resulting from other routine services provided under the contract. Except for holidays or other "shut down" periods, the Contractor is expected to address emergency problems within 24 hours of the service call. The Contractor may charge the "emergency rate" for these services but must notify the requesting department that the emergency rate applies before performing the service. In the event that such services cannot be completed within the above-stipulated time frame, the Contractor shall immediately notify the Authority representative and indicate an anticipated completion date.
- f. **Special services** are those that require special skills, training, or licensing, and may utilize subcontractors for whose work the Contractor shall be accountable. The contractor should list pests or situations for which a subcontractor will be hired.
- g. Regardless of service type, at each visit, the Pest Management Professional must complete and leave a service ticket detailing what was found and done in each unit and area. When needed or appropriate, the Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.
- h. The Contractor shall provide additional consultation, training, and technical support, by phone or in person during business hours (8:00 a.m.–5:00 p.m.). The Contractor must provide, free of

charge, up to eight (8) hours of his/her time per calendar year.

2.6 LOG BOOK

The Contractor shall be responsible for maintaining a complete and accurate Pest Management Log Book at each facility that is served under the contract. The Log Book shall be updated at each visit by the Contractor. If the facility lacks a log book, the Contractor is responsible for providing one.

The Log Book shall contain at minimum the following items:

- A copy of the IPM plan and/or service schedule for the building.
- A copy of each license, certification, or proof of insurance required.
- A list of pesticides used, including copies of sample labels and material safety data sheets (MSDS). All pest control products must be registered by the U.S. EPA for residential use and must be applied according to the manufacturer's label instructions and in compliance with all applicable local, state and federal laws and regulations.
- A pest sighting log where new work orders and a Focus Unit list is updated.
- The location of all traps and bait stations on the premises, preferably in map format.
- Copies of all service report forms for the facility.
- Sample educational materials for residents (with translations)

2.7 RECORDING AND RECORDKEEPING

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. The Contractor must propose reporting and recordkeeping plans to enable the Authority to monitor Contractor's work in a timely and efficient manner. The reporting and recordkeeping forms will be kept in the building's IPM Log. At a minimum, Contractor is required to collect and submit the reports detailed below. The Authority will review and approve the report format prior to finalizing a contract.

- **Notification of Upcoming Service (at least one week before scheduled visit):** The Contractor shall provide Pesticide Use Notification signs and preparation instructions for the Authority to post at least one week in advance of routine inspection. The notifications will include a translation if the building residents do not speak English.
- **Notification of Pesticide Use (at time of treatment):** If an infestation is found that requires pesticides, a form is left at the treatment location detailing what product was used, where, any precautions that can be taken to reduce risk of exposure, and nonchemical control techniques that can be used to prevent further infestation.
- **Inspection/Sanitation Report (service tickets):**
Upon completion of each routine inspection at the property, the Contractor must submit a summary highlighting troubled areas or units. The Contractor must submit the report in hard-copy format. The hard copy must be signed by the building manager and kept in the IPM Log. See the Routine Service Log for a template. An individual Unit Service Ticket must be completed for each unit in which pesticides were applied.

- **Quality Control Summary (bi-annually):** A report on the quality control program in place that quantitatively and qualitatively measures the successes and failures of the program. A report on the findings of quality control shall include recommendations for improvement including, but not be limited to the following:
 - 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; and
 - Discussion of any findings of deficiencies due to lack of access, inadequate or improper treatments, or recommendations of change to a more effective chemical.

- **Updates to IPM Plan:** Contractor shall receive the concurrence of the Authority prior to implementing any subsequent changes to the approved IPM Plan, including additional or replacement pesticides and on-site service personnel. Contractor shall continue to provide licenses for every contractor employee who will be performing on-site services before the employee begins work on the Authority's property. Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to the Authority for approval.

SECTION III – EVALUATION FACTORS

3.1 RATING CRITERIA (600 points possible)

Proposals passing the minimum requirements will be evaluated by a selection committee.

- a. **Submission Requirements (10 points)**
 - Organization of the document (3 points).
 - Complete and accurate information (4 points).
 - Follow RFP instructions (3 points).

- b. **Contractor's Licenses and Certifications (70 points)**
 - Breadth and level of licenses and certifications held by Contractor's assigned project staff and subcontractors, above and beyond the minimum requirements set by the state (10 points).
 - Firms that offer GreenPro, GreenShield, or EcoWise service will automatically receive 30 points (30 points).
 - Firm includes at least one onsite staff member with valid certifications for public health pest control (20 pts)

- Firm includes at least one onsite staff member with valid license for animal trapping (10 pts)
- c. Experience of Contractor and Contractor's Assigned Project Staff (50 points)**
- Quality of performance on recent contracts, including number of violations (30 points).
 - Extent of experience with vector control projects (10 points).
 - Quality and extent of in-house IPM training program (5 points).
 - Quality and extent of in-house health & safety program (5 points).
- d. Service Approach (170 points)**
- Creativity and thoroughness in seeking less-toxic pest management approaches (40 points).
 - Emergency and special services capability (5 points).
 - Completeness of data reporting capabilities, and abilities to integrate with the Authority's work order system (10 points).
 - Proximity of Contractor's business to service areas (5 points).
 - Adequacy of Contractor's facilities, including the availability of microscopes and other pest identification tools (5 points).
 - Site-Specific Sample IPM Plan (95 points)
 - Ability of Contractor to recognize pest problems and sources of problems (30 points).
 - Thoroughness of recommendations for pest prevention (30 points).
 - Quality of recommendations for most affordable and feasible chemical or nonchemical controls (25 points).
 - Justification for all actions proposed (10 points).
 - Quality and completeness of monitoring forms (5 points).
 - Quality and completeness of service report form (5 points).
- e. References (100 points)**
- Quality of recently completed projects, including effectiveness, adherence to IPM principles, adherence to schedules and budgets, and references (100 points).
- f. Oral Interview (100 points) *Interviews conducted for up to three highest scoring proposals***
- Contractor's working knowledge of the biology and behavior of problem pests (15 points).
 - Contractor's working knowledge of the use of least toxic approaches to pest management (20 points).
 - Extent of Contractor's experience using nonchemical and reduced-risk chemical pest control methods (15 points).
 - Contractor's working knowledge of pesticide hazards, including toxicity, human exposure potential, and potential environment effects of pesticides (10 points).
 - Knowledge of the specialized pest management concerns typically faced by Authority (25 points).
 - Quality of proposed communication approach between pest management personnel and Authority staff (15 points).
- g. Price Proposal (100 points):** Points will be awarded *for each service type* proportionally based on the formula below. Points for each service type will then be added together for a possible 100 points total.

Formula for calculating Point Score:

Points for proposer "A" for each service type=

Possible points for service X (lowest qualified price proposal for service of all respondents ÷ proposer "A's" price proposal for service)

Example:

Firm A's price proposal for Emergency Services: \$100/hour

Lowest qualified price proposal of all respondents for Emergency Services: \$50/hour

3 (possible points) X ($\$50/\100) = 1.5 points

Total points for proposer "A" =

Focus Unit Service Points + Unit Turnover Service Points + Routine Inspection Points +

Emergency Service Points + Special Service Points + Training & Consultation Points

The possible points for the various services are as follows:

<u>Service type</u>	<u>Possible points</u>
Focus Unit Services	30
Unit Turnover Service	20
Routine Inspection	30
Emergency Services	3
Special Services	15
Training & Consultation	2

h. Evaluation Worksheet

EVALUATION WORKSHEET- FOR COMPLETION BY REVIEWERS <i>(SEE Evaluation & Selection Criteria for Reference)</i>		
Proposer # _____ Contractor Name: : _____ Reviewer _____		
MINIMUM REQUIREMENTS		
	Item	Check
	1. Registered structural pest control company	___
	2. One onsite supervisor with Operator's License	___
	3. All onsite staff have Applicator certification	___
	4. 5 years minimum experience	___
	5. Four (4) verifiable references provided	___
	6. All onsite supervisors have licenses	___
Minimum Requirements Met? (IF 'NO', STOP HERE)		Yes No
SELECTION CRITERIA		
	Item	Points
	1. Submission Requirements (10 points) a) Organization of the document (3 pts) b) Complete and accurate information (4 pts) c) Follow RFP instructions (3 pts)	___ ___ ___
	2. Licenses and Certification (70 points) a) Breadth and level of licenses and certifications held (10 pts) b) GreenPro, EcoWise or GreenShield Certified IPM Services..... (30 pts) c) Firm includes at least one onsite staff member with valid certifications for public health pest control (20 pts) d) Firm includes at least one onsite staff member with valid license for animal trapping (10 pts)	___ ___ ___ ___
	3. Experience (50 points) a) Performance on recent contracts (30 pts) b) Experience with vector control (10 pts) c) Quality and extent of in-house IPM training program..... (5 pts) d) Quality and extent of in-house health & safety program..... (5 pts)	___ ___ ___ ___

	Item	Points
	<p>4. Service Approach (170 points)</p> <p>a) Least toxic approach – or certified through GreenPro, GreenShield, or EcoWise: Automatic 40 pts)..... (40 pts)</p> <p>b) Emergency and special services capability (5 pts)</p> <p>c) Data reporting capabilities (10 pts)</p> <p>d) Proximity of Contractor’s business to service areas (5 pts)</p> <p>e) Adequacy of facilities, availability of microscopes, etc..... (5 pts)</p> <p>f) Ability to recognize pest problems (sample IPM plan) (30 pts)</p> <p>g) Thoroughness of recommendations for pest prevention (sample IPM plan and initial inspection report)..... (30 pts)</p> <p>h) Quality of recommendations for most affordable and feasible chemical or non-chemical controls (sample IPM plan) (25 pts)</p> <p>i) Justification for all actions proposed (sample IPM plan)..... (10 pts)</p> <p>j) Quality and completeness of monitoring forms..... (5 pts)</p> <p>k) Quality and completeness of service report form (5 pts)</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
	<p>5. References (100 points)</p> <p>Quality of recently completed projects, including effectiveness, adherence to IPM principles, adherence to schedules and budgets, and references (100 points).</p>	<p>_____</p>
	<p>6. Oral Interview (100 points)</p> <p><i>Interviews conducted for up to three highest scoring proposals</i></p> <p>a) Knowledge of the biology and pest behavior (15 pts)</p> <p>b) Knowledge of least toxic pest management approaches (20 pts)</p> <p>c) Experience using reduced-risk chemical methods (15 pts)</p> <p>d) Knowledge of pesticide hazards (10 pts)</p> <p>e) Knowledge of the specialized pest management concerns typically faced by local government agencies..... (25 pts)</p> <p>f) Quality of proposed communication approach between Contractor’s personnel and Authority staff (15 pts)</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
	<p>7. Fee Proposal (100 points possible)</p> <p>a. Focus Unit Services: 30 X (Lowest bid \$___/man-hr)/(\$___/man-hr bid) =.....</p> <p>b. Unit Turnover Service 20 X (Lowest bid \$___/man-hr)/(\$___/man-hr bid) =.....</p> <p>c. Routine Inspection Services: 30 X (Lowest bid \$___/man-hr)/(\$___/man-hr bid) =.....</p> <p>d. Emergency Services: 3 X (Lowest bid \$___/man-hr)/(\$___/man-hr bid) =.....</p> <p>e. Special Services 15 X (Lowest bid \$___/man-hr)/(\$___/man-hr bid) =.....</p> <p>f. Consultation/Training Services: 2 X (Lowest bid \$___/man-hr)/(\$___/man-hr bid) =.....</p> <p>Point Score = Sum of A-F (100 points possible).....</p> <p>(NOTE: MULTIPLIERS SHOULD ADD UP TO 100)</p>	

Total Score.....(600 points)	
ADJUSTED FINAL SCORE	

A contract will be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the Authority.

SECTION IV – FORMAT AND CONTENT OF PROPOSAL

4.1 POINT OF CONTACT

The sole point of contact in the Authority for purposes of this RFP prior to the award of a contract is the Authority's Director of Development Operations. All contact relative to this RFP should be made in writing and directed to:

Mike A. Jackson, Director of Development Operations
Schenectady Municipal Housing Authority
375 Broadway
Schenectady, NY 12305
Telephone: (518) 386-7051
Fax: (518) 372-0812
E-mail: mjackson@smha1.org

4.2 REQUEST FOR INFORMATION

Any prospective bidder desiring an explanation or interpretation of this RFP must request in writing, e-mail or regular mail, such request for information no later than seven (7) days prior to the proposal due date. Requests shall be directed to the Director of Development Operations at the address listed in Section 4.1, herein. Any information given to a prospective bidder concerning the solicitation will be furnished promptly to all prospective bidders on our website, 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.

4.3 FORMAT AND CONTENT OF PROPOSALS

FIRMS INTERESTED IN RESPONDING TO THIS RFP MUST SUBMIT THE FOLLOWING INFORMATION, IN THE ORDER SPECIFIED BELOW. BE SURE TO ADDRESS ALL EVALUATION FACTORS (SECTION 3.1) IN YOUR RESPONSE.

1. Introduction and Executive Summary (up to 1 page)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

2. Service Approach (up to 12 pages including Sample IPM Plan)

- a. Examples of IPM Approach:** Describe three examples from multifamily housing where the contractor has creatively applied the IPM approach to solve difficult pest problems. Provide project summary, budget information if appropriate, and contact information for references at the facility involved (see below).
- b. Record-Keeping and Reporting Capability:** The Firm shall describe how he/she intends to meet the record-keeping and reporting requirements in a way that property staff will be able to read and use to track trends. Include sample forms.
- c. Optional Site Visit and Initial Inspection Report:** Proposers may attend the optional site visit. Although the site visit is not mandatory, a set of Sample IPM Plan documents based on the knowledge of the properties is required.

The optional site visit will be held at:

LOCATION: Schenectady Municipal Housing Authority, 2nd floor Administration Office, 375 Broadway, Schenectady NY 12305.

DATE/TIME: December 21, 2016, at 9:00 a.m.

Based on knowledge of the properties, the contractor shall submit an initial site inspection report. The following specific points should be addressed in the report:

- Discussions of effectiveness of previous efforts;
 - Identification of problem areas in and around the building (locations and extents of infestations, observed damage to structure or commodities, conditions conducive to infestation, harborage areas, sanitation deficiencies, avenues of potential entry);
 - Contractor access system and coordination to all necessary areas;
 - Information given to the contractor during the inspection about any restrictions or special safety precautions; and
 - Any other items or factors that would impact the development of a pest management program.
- d. **Emergency and Special Services Capability:** The Firm shall describe his/her plan for meeting the emergency and special service requests described in the scope of work (for example, availability of trucks and personnel).
- e. **Public Health Vector Control Capability:** The Firm shall describe all relevant experience with control of mosquitoes and other disease vectoring organisms of public health interest.
- f. **A Sample IPM Plan:** See the Scope of Work for details.
- g. **A Sample Bed Bug Management Plan/Protocol**

3. Firm Qualifications (up to 3 pages): Provide the following:

- a. **Name, address, and telephone** number of a primary contact person.
- b. **A brief description of your firm**, certifications held, professional organization affiliations, as well as how any joint venture association would be structured.
- c. **Address(es) and location(s) of local offices** and service headquarters that would be involved in servicing the Authority contract.
- d. **Description of microscopes**, pest detection equipment or other equipment possessed by the firm that would be used for performance of the contract.
- e. **Names of all staff**, supervisors, and subcontractors who would work on the contract. The firm must have sufficient licensed employees to cover the property's needs. Provide
 - The role each staff member and subcontractor would play in the project (onsite service technician, onsite supervisor, manager, owner, etc.).
 - Experience, education, and qualifications of each staff member, including licenses and certifications held, verification that license(s) are valid, and other relevant training or skills. Contractor shall have access to an Associate Certified Entomologist (ACE) or Board Certified Entomologies (BCE) or person holding a degree in entomology who has demonstrated expertise in structural pest control, especially for rodents, bed bugs, and cockroaches.
 - Written assurance that the staff members listed above will be performing the work and will not be substituted with other personnel or reassigned to another project without prior approval. Assurance must also be made that any substitute personnel be fully qualified.
- f. **Certifications:** The contractor shall provide the following:
 - Certificate of Contractor General Liability Insurance, with the contracting party named as an additional insured
 - Certificate of Workers' Compensation Insurance

- A copy of the pesticide applicators' license(s)
 - Listing of any violations of State pesticide regulations or pest management regulations within the past three years.
 - Description of in-house training program for firm employees.
 - Description of in-house health & safety program.
- g. Commitments:** The contractor must commit to providing qualified, professional pest management personnel who:
- Will not distribute or sell pesticide products to residents or staff;
 - Will not store any pesticide product in the buildings specified in this contract;
 - Understand current practices in this field and have experience providing pest control services in a residential environment;
 - Conduct themselves in a professional manner, with minimal noise and disruption;
 - Cooperate with the building occupants to assure the progress of this work;
 - Have good communication skills and will speak with residents who are present during a visit. It is expected that the PMPs will make an effort to obtain pest sighting information from residents and educate them on IPM techniques;
 - Maintain certification as a Commercial Pesticide Applicators in the category of residential and institutional pest control services;
 - Wear a distinctive uniform that has the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner while working at Authority- owned or leased properties;
 - Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used;
 - Use only contractor vehicles identified in accordance with state and local regulations;
 - Observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas;
 - Will comply with all government regulations as are applicable during the time spent on government property;
 - Obtain building passes, if needed, as supplied by the Authority or appropriate building manager; and
 - Take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

4. References (1 page): The Contractor must submit a list of at least four (4) verifiable references (including names, titles, affiliations, and telephone numbers) for work comparable to that discussed in these specifications that has been completed during the past three (3) years or is currently in progress.

5. Price Proposal (1 page per section): The Authority intends to award this contract to the firm that it considers will provide the best overall program services. The Authority reserves the right to accept other than the lowest bid and to reject any proposals that are not responsive to this request. Please provide a price that includes hourly rates for the services described in the Scope of Work. These rates will be used either to charge for services on a time and materials basis, or as base rates for negotiating flat monthly fees with individual facility managers.

- **Focus Units**
- **Unit Turnover Service**
- **Routine Inspection**
- **Call-Back Service: No Charge**
- **Emergency Services**
- **Special Services**
- **Training/ Consultation**
- **Bed Bug Treatment: Based on Bedroom Size**
- **Bed Bug Inspection Services: To identify need for treatment**

4.4 GENERAL INFORMATION

- A. Prepare your proposal in a practical, legible, clear, and straightforward manner.
- B. Answer each rating factor completely. Any omissions must be completely explained and justified.
- C. The Proposal shall be signed by an official authorized to bind the company.
- D. Bids submitted are irrevocable for 90 days following the closing date. This period may be extended at the Authority's request only with the bidder's written consent.
- E. Unless there is no need for negotiations with any other offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise solicitors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of the conformance to the solicitation requirements. No offeror shall be provided any information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt or proposal revisions based on negotiations.
- F. Any actual or prospective contractor may protest the solicitation or award of a contract for the serious violations of the principles of this Statement. Any protest against a 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 calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may at his discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.
- G. Cancellation of solicitations: This Request for Proposal may be canceled before offers are due if: The Authority no longer requires the supplies, services or construction; the Authority can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons.

A solicitation may be canceled and all bids or proposals that have already been received may be rejected if: the supplies, services, or construction are no longer required; ambiguous or otherwise inadequate specifications were part of the solicitation; the solicitation did not provide for consideration of all factors of significance to the Authority; prices exceed available funds; there is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or for good cause of a similar nature when it is in the best interest of the Authority.

The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

A notice of cancellation shall be sent to all offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any solicitation or future procurement of similar items.

If all otherwise acceptable bids received in response to an RFP are at unreasonable prices, or only one bid is received and the price is unreasonable, the Authority shall cancel the solicitation and either: a) Re-solicit using a request for proposals; or b) Complete the procurement by

using the competitive proposals method (when more than one otherwise acceptable bid has been received), or by using the noncompetitive proposals method (when only one bid is received at an unreasonable price); provided, that the Contracting Officer determines in writing that such action is appropriate, all bidders are informed of the Authority's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.

- H. If it becomes necessary to revise this RFP, amendments will be provided to all prospective bidders that were sent this RFP or otherwise are known by the Authority to have obtained this RFP. Acknowledgement of the receipt of all amendments to the RFP must accompany the bidder's bid. Failure to acknowledge receipt does not relieve the bidder from complying with all terms of any such amendment.

SECTION V – PROPOSAL SUBMITTAL

5.1 FORM OF SUBMITTAL

Submit one (1) clearly labeled original and three (3) copies of your bid and completed Attachments A, in a sealed package with the company bidding identified on the package, addressed as follows:

Schenectady Municipal Housing Authority 375 Broadway
Schenectady, NY 12305

Attention: Mike A. Jackson, Director of Development
Operations
COMPETITIVE PROPOSAL- DO NOT OPEN Integrated
Pest and Bed Bug Management Program
SOLICITATION NO: 2017-01

5.2 DELIVERY OF PROPOSAL

The Proposal shall be properly addressed as shown in 5.1, and delivered or mailed so that the bid is received on or before the response date and time.

Requests for extension of this date or time shall not be granted. Contractors mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Authority; please note that daily mail through the U.S. Post Office often arrives at the Authority after 4:00 PM. Bids received by the Authority after the closing time and date will not be considered, unless conditions apply per Section 6 of form HUD-5369-B, "Instructions to Offerors – Non-Construction." Proposals delivered by e-mail or facsimile shall not be considered. The Authority does not accept responsibility for late or mis-delivered proposals.

5.3 RESPONSE DATE AND TIME

The response date and time is:

Monday, January 9, 2017, at 10:00 AM

Certifications and Representations of Offerors

Non-Construction Contract

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

"ATTACHMENT - A"

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 (3) 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)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> 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.

(c) 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:

Attachment B: SMHA Property and Unit Data

Property Name	Property Address	Year Built	Number of Units	Total Square Feet	Building Type
Macgathan Townhouses - 50 Units					
Bldg 1 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	5710	Apartment
Bldg 2 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4844	Apartment
Bldg 3 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4844	Apartment
Bldg 4 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	2492	Apartment
Bldg 5 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4844	Apartment
Bldg 6 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4208	Apartment
Bldg 7 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	5710	Apartment
Bldg 8 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4208	Apartment
Bldg 9 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4208	Apartment
Bldg 10 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	2	4208	Apartment
Bldg 11 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4844	Apartment
Bldg 12 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4208	Apartment
Bldg 13 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4208	Apartment
Macgathan Community Room	Jerry Street, Schenectady NY 12304	1972		2150	Community Center
Maryvale Apartments - 8 Units					
Bldg A Maryvale Apartments	Maryvale Drive & Starling Avenue, Schenectady NY 12304	1978	4	5360	Apartment
Bldg B Maryvale Apartments	Maryvale Drive & Starling Avenue, Schenectady NY 12304	1978	4	5360	Apartment
Steinmetz Homes - 244 Units					
Bldg 1 Steinmetz Homes	Henry Street, Schenectady NY 12307	1943		3206	Community Center
Bldg 2 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 3 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 4 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 5 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 6 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 7 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 8 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 9 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 10 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 11 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 12 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 13 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 14 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 15 - Type C - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	8	5800	Apartment
Bldg 16 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 17 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 18 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 19 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 20 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 21 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment

Bldg 22 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 23 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 24 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 25 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 26 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 27 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 28 - Type D - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	12	8750	Apartment
Bldg 29 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 30 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 31 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 32 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 33 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	4400	Apartment
Bldg 34 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 35 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 36 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 37 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 38 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 39 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 40 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 41 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 42 - Type C - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	5800	Apartment
Bldg 43 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 44 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 45 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 46 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 47 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 48 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 49 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Steinmetz Homes Family Investment Center	Emmond Road Schenectady NY 12307	1997		15186	Offices
Steinmetz Homes Maintenance Garage	Henry Street, Schenectady NY 12307	1995		10600	Maintenance Garage
Yates Village - 298 Units					
Bldg 1 - A Court Yates Village	Van Vranken Avenue, Schenectady NY 12308	1948	38	32850	Apartment
Bldg 2 - B Court Yates Village	Van Vranken Avenue, Schenectady NY 12308	1948	38	32850	Apartment
Bldg 3 - C Court Yates Village	Van Vranken Avenue, Schenectady NY 12308	1948	37	32850	Apartment
Bldg 4 - D Court Yates Village	Van Vranken Avenue, Schenectady NY 12308	1948	39	32850	Apartment
Bldg 5 - E Court Yates Village	Van Vranken Avenue, Schenectady NY 12308	1948	35	35250	Apartment
Bldg 6 - F Court Yates Village	Van Vranken Avenue, Schenectady NY 12308	1948	37	32850	Apartment
Bldg 7 - G Court Yates Village	Van Vranken Avenue, Schenectady NY 12308	1948	39	32850	Apartment
Bldg 8 - H Court Yates Village	Van Vranken Avenue, Schenectady NY 12308	1948	35	32850	Apartment
Yates Village Maintenance Garage	Van Vranken Avenue, Schenectady NY 12308	2011		7728	Maintenance Garage
Yates Village Community Room	Van Vranken Avenue, Schenectady NY 12308	1948		4000	Community Center
Yates Village FSS	Van Vranken Avenue, Schenectady NY 12308	1948		2720	Offices
Schonowee Village - 208 Units					
Bldg 4 Schonowee Village	Hamilton & Millard Streets, Schenectady NY 12305	1937	24	16116	Apartment

Bldg 5 Schonowee Village	Hamilton & Millard Streets, Schenectady NY 12305	1937	59	40125	Apartment
Bldg 6 Schonowee Village	Hamilton & Millard Streets, Schenectady NY 12305	1937	27	18600	Apartment
Bldg 7 Schonowee Village	Hamilton & Millard Streets, Schenectady NY 12305	1937	53	32930	Apartment
Bldg 8 Schonowee Village	Hamilton & Millard Streets, Schenectady NY 12305	1937	45	30150	Apartment
Schonowee Village Construction Offices	Hamilton & Millard Streets, Schenectady NY 12305	1959		2400	Offices
Lincoln Heights - 105 Units					
Bldg A Lincoln Heights	Veeder Avenue Extension, Schenectady NY 12307	1942	12	7150	Apartment
Bldg B Lincoln Heights	Veeder Avenue Extension, Schenectady NY 12307	1942	10	7410	Apartment
Bldg C Lincoln Heights	Veeder Avenue Extension, Schenectady NY 12307	1942	16	10856	Apartment
Bldg D Lincoln Heights	Veeder Avenue Extension, Schenectady NY 12307	1942	8	5472	Apartment
Bldg E Lincoln Heights	Veeder Avenue Extension, Schenectady NY 12307	1942	20	11954	Apartment
Bldg F Lincoln Heights	Veeder Avenue Extension, Schenectady NY 12307	1942	8	5586	Apartment
Bldg G Lincoln Heights	Veeder Avenue Extension, Schenectady NY 12307	1942	20	11954	Apartment
Bldg H Lincoln Heights	Veeder Avenue Extension, Schenectady NY 12307	1942	11	7410	Apartment
Lincoln Heights Community Room	Veeder Avenue Extension, Schenectady NY 12307	1942		3500	Community Center
Ten Eyck - 100 Units					
Ten Eyck	Broadway, Schenectady NY 12305	1963	100	65920	Apartment
Ten Eyck	Broadway, Schenectady NY 12305	1994		15556	Offices
Ten Eyck Maintenance Garage	Broadway, Schenectady NY 12305	1983		2310	Maintenance Garage

REQUEST FOR PROPOSALS
MUNICIPAL HOUSING AUTHORITY OF THE CITY OF SCHENECTADY

Alternative Treatment for Bed Bug Management Program

RELEASE DATE: Friday, December 8, 2016

**RESPONSE DATE AND TIME:
Monday, January 9, 2017, at 10:00 AM**

SOLICITATION NO: 2017-02

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SECTION II	Scope of Work
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ATTACHMENTS: **(Complete attachments where applicable and returned with proposal)**
A) Certifications and Representations of Offerors (form HUD-5369-C)
B) SMHA Property and Unit Data

SECTION I – GENERAL TERMS AND CONDITIONS

1.1 SUMMARY STATEMENT

The Municipal Housing Authority of the City of Schenectady, hereinafter referred to as “Authority,” is requesting proposals from Bed Bug Treatment services that may not be outlined in our concurrent RFP for Integrated Pest and Bed Bug Management at the Schenectady Municipal Housing Authority sites located in the City of Schenectady. These services may include the use of non-licensed alternative treatment without the use of pesticides or chemicals (i.e.: Cryogenics, heat, encapsulation, etc.)

The intent of this Request for Proposals (RFP) is to award a contract to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the Authority.

Contractor shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities. No plea of ignorance by the contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the contractor to make the necessary exterminations and investigations, or failure to fulfill in every detail the requirements of the RFP, will be accepted as a basis for varying the requirements of the Authority of the compensation to the contractor. Proposers may attend an optional site visit. Please note that although the site visit is not mandatory, the specifications require a set of Sample Treatment Plan documents based on knowledge of the properties so it is highly recommended that you attend. The site visit will be held on Wednesday December 21, 2016 at 9:00 a.m. Refer to Section 1.13 for more information on the site visit.

1.2 PROCUREMENT METHOD

A contract will be awarded in accordance with the Competitive Proposal procurement method per the Authority’s Procurement Policy. The intent of the RFP is to award a contract to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the Authority.

In addition, the Authority is accepting proposals in a parallel time frame for an Integrated Pest and Bed Bug Management provider.

1.3 CONTRACT TYPE

The Contract that results from the RFP will be a Cost Reimbursement type contract. The Authority reserves the right to make multiple contract awards for any or all of the legal services required pursuant to this RFP.

1.4 CONTRACT DURATION

The contract resulting from this RFP shall be for a period of three (3) years commencing on or about February 1, 2017, with an option to renew for two (2) additional years.

1.5 INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the Authority is contracting with the successful bidder as an independent contractor. The parties hereto understand and agree that the Authority shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful bidder under this contract and that the successful bidder has no authority to bind the Authority.

1.6 CONTRACTOR RESPONSIBILITY

Procurements shall be conducted only with responsible parties, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-procurement programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other Authorities), and have all applicable licenses and financial and technical resources. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor shall be advised of the reasons for the determination.

Contracts shall not be awarded to debarred, suspended or ineligible contractors. Contractors may be suspended, debarred, or determined ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) when necessary to protect the Authority in its business dealings.

1.7 CONDITIONS FOR SUBCONTRACTING AND APPROVALS

The Contractor may not subcontract any portion of the services provided under this RFP without obtaining the prior written approval of the Authority, which approval the Authority may withhold or condition in its sole and absolute subjective discretion. The Authority shall not be responsible for the fulfillment of the Contractor's obligations to their subcontractors.

1.8 MANDATORY CONTRACTUAL TERMS

By submitting a proposal in response to this RFP, a contractor, if selected for award, shall be deemed to have accepted the terms of this RFP, and any revisions thereto, and this RFP shall be made a part of the engagement contract with the successful bidder.

1.9 INDEMNITY

Contractor covenants and agrees to fully indemnify and hold harmless the Authority and the elected officials, employees, officers, directors, and representatives of the Authority, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the Authority, directly or indirectly arising out of resulting from or related to contractor's activities under this contract, including any acts or omissions of contractor, any agent, officer, director, representative, employee, consultant or subcontractor of contractor, and their respective officers, agents,

employees, directors and representatives while in the exercise or performance of the rights or duties under this contract, all without, however, waiving any governmental immunity available to the Authority under New York State law and without waiving any defenses of the parties under New York State law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the authority in writing of any claim or demand against the Authority or contractor known to contractor related to or arising out of contractor's activities under this contract and shall see to the investigation and defense of such claim or demand at contractor's cost. The Authority shall have the right, at its option and at its own expense, to participate in such defense without relieving contractor of any of its obligations under this paragraph.

It is the express intent of the parties to this contract, that the indemnity provided for in this section, is an indemnity extended by contractor to indemnify, protect and hold harmless the Authority from consequences of the Authority's own negligence, provided however, that the indemnity provided for in this section shall apply only when the negligent act of the Authority is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of the Authority is the sole cause of the resultant injury, death, or damage. Contractor further agrees to defend, at its own expense and on behalf of the Authority and in the name of the Authority, any claim or litigation brought against the Authority and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this indemnity shall apply, as set forth above.

1.10 PROFESSIONAL LIABILITY AND WORKERS COMPENSATION INSURANCE

Prior to the commencement of any work, contractor shall furnish copies of all required endorsements and an original completed certificate(s) of insurance to the Authority, which shall be clearly labeled "Alternative Bed Bug Management Program." The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Authority will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the Authority. The Authority shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the Authority. No officer or employee shall have authority to waive this requirement. The contractor shall provide the Authority with current certificates of insurance for all coverage required by the terms of this contract, naming the Municipal Housing Authority of the City of Schenectady and the U.S. Department of Housing and Urban Development as Additional Insured.

The Authority reserves the right to review the insurance requirements of this Article during the effective period of this contract and any extension or renewal hereof and to

modify insurance coverage and their limits when deemed necessary and prudent by Authority's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will the Authority allow modification whereupon the Authority may incur increased risk.

A contractor's financial integrity is of interest to the Authority; therefore, subject to contractor's right to maintain reasonable deductibles in such amounts as are approved by the Authority, contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of New York and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

Type	Amount
Workers Compensation Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage (f) \$50,000
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$2,000,000 per occurrence

The Authority shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the Authority, and may require the deletion, revision, or modifications of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to the

Authority at the address listed below within 10 days of the requested change.
Contractor shall pay any costs incurred resulting for said changes.

Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- Name the Authority and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Authority, with the exception of the workers' compensation and professional liability policies;
- Provide thirty (30) calendar days advance written notice directly to the Authority of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to the Authority. The Authority shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this agreement.

It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the Authority for liability arising out of operations under this contract.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

1.11 INVOICING

Invoices for the payment of services at the rates identified in the proposal shall be submitted to the Authority in a monthly summary format for work performed in the preceding month. The format for each period of service will include date and time of service, a description of work performed, time spent on the service, location and a total invoice amount.

1.12 **SECTION 3**

If the successful bidder or a subcontractor of the successful bidder has the need to hire new persons to complete their contract responsibilities, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. In addition, the successful bidder must notify the recipient agency about their efforts to comply with Section 3 and submit any required documentation.

Section 3 Business Concern means a business concern that is (1) 51 percent or more owned by Section 3 residents; or (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "Section 3 business concern."

Section 3 resident means: (1) A public housing resident; or (2) An individual who resides in the City of Schenectady and who is: (i) A low-income person, as defined to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by HUD, with adjustments for smaller and larger families; or (ii) A *very low-income person*, as defined to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

1.13 **OPTIONAL SITE VISIT AND INITIAL INSPECTION REPORT**

Proposers may attend an optional site visit. Please note that although the site visit is not mandatory, the specifications require a set of Sample IPM Plan documents based on knowledge of the properties so it is highly recommended that you attend. The site visit will be held on **Wednesday, December 21, 2016 at 9:00 a.m.**, at the Schenectady Municipal Housing Authority, 2nd floor Administration Office, 375 Broadway, Schenectady, NY 12305. This is the only opportunity for Bidders to view properties prior to bidding; it will include seven developments so anticipate several hours and provide your own transportation.

Based on knowledge of our properties, the contractor shall submit a set of Sample IPM Plan documents in which the following specific points should be addressed:

- Discussions of effectiveness of previous efforts;
- Identification of problem areas in and around the building (locations and extents of infestations, observed damage, conditions conducive to infestation, harborage areas, sanitation deficiencies, avenues of potential entry);
- Contractor access system and coordination to all necessary areas;
- Information given to the contractor during the inspection about any restrictions or special safety precautions; and
- Any other items or factors that would impact the development of a pest and bed bug management program.

SECTION II – SCOPE OF WORK

SCOPE OF WORK

2.1 BACKGROUND AND PURPOSE

Background: The Authority requires the services of a contractor to perform complete Alternative Treatment for Bed Bug Management services for all Schenectady Municipal Housing Authority properties in the City of Schenectady.

Purpose: The Authority requests proposals from qualified contractors for the provision of Alternative Bed Bug Management (allowing non-licensed pest control companies to provide alternative and effective proposals to treat and eradicate Bed Bugs from identified properties).

2.2 BIDDER QUALIFICATIONS

Contractors must provide evidence in their proposal that they meet the following minimum qualifications (for example: the names of personnel, copies of registrations, licenses, certifications):

1. Contractor Must Demonstrate Company Stability and Experience
2. One onsite supervisor during any and all treatments
3. All onsite staff have necessary, if any, certifications in place to conduct treatment.
4. Four (4) verifiable references provided.
5. All onsite supervisors have necessary licenses (if required by treatment plan).

Bidders not meeting these criteria will be eliminated without further evaluation.

2.3 SERVICE UNITS

Treatments should be scaled to the type and level of infestation and priced accordingly. Proposals should demonstrate strategy for each along with proposed pricing for each type of service. If a contractor's service for a unit includes each level, the proposal should demonstrate such.

- a. **Focus units:** Units that are infested (or believed to be.) will be considered Focus Units and the most typical for Bed Bug Treatment.
- b. **Unit turnover service:** Conduct intensive inspection and necessary treatment as requested by the Authority when units are prepared for occupancy. Typically these units will be existing units changing residents. They may also be new units added to the scope of the contract. A unit is treated at unit turnover only if evidence of pest infestation is found. This service should include a contractor's most preferred and effective methods of detection and treatment.
- c. **Call-back service:** Conduct follow-up inspection in response to resident or staff complaints. Routine call-back service shall be furnished within one (1) workday after receipt of notification by the Authority. Call-back service required by the Authority due to contractor negligence will be at no charge.

- d. Regardless of service type, at each visit, the Bed Bug Treatment/Management Professional must complete and leave a service ticket detailing what was found and done in each unit and area. When needed or appropriate, the Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications to aid in Bed Bug prevention.
- h. The Contractor shall provide additional consultation, training, and technical support, by phone or in person during business hours (8:00 a.m.–5:00 p.m.). The Contractor must provide, free of charge, up to eight (8) hours of his/her time per calendar year.

2.4 **LOG BOOK**

The Contractor shall be responsible for maintaining a complete and accurate Bed Bug Management Log Book at each facility that is served under the contract. The Log Book shall be updated at each visit by the Contractor. If the facility lacks a log book, the Contractor is responsible for providing one.

The Log Book shall contain at minimum the following items:

- A copy of the IPM plan and/or service schedule for the building.
- A copy of each license, certification, or proof of insurance required.
- A list of method(s) of treatment used in each unit or area.
- Copies of all service report forms for the facility.
- Sample educational materials for residents (with translations)

2.5 **RECORDING AND RECORDKEEPING**

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 any pest control issue at the Authority. The Contractor must propose reporting and recordkeeping plans to enable the Authority to monitor Contractor's work in a timely and efficient manner. The reporting and recordkeeping forms will be kept in the building's Alternative Bed Bug Management Log. At a minimum, Contractor is required to collect and submit the reports detailed below. The Authority will review and approve the report format prior to finalizing a contract.

- **Notification of Upcoming Service (at least one week before scheduled visit):** The Contractor shall provide signs and preparation instructions and post for the Authority on at focus unit at least 72 Hours in advance of a planned treatment. The notifications will include a translation if the building residents do not speak English.
- **Unit Treatment Summary (bi-annually):** A report on the Management and Treatment of all units that quantitatively and qualitatively measures the successes and failures of scheduled treatments. A report shall include recommendations for improvement including, but not be limited to the following:
 - 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; and
 - Discussion of any findings of deficiencies due to lack of access, inadequate or improper treatments, or recommendations of change to a more effective method of treatment.

SECTION III – EVALUATION FACTORS

3.1 RATING CRITERIA (600 points possible)

Proposals passing the minimum requirements will be evaluated by a selection committee.

- a. Submission Requirements (10 points)**
 - Organization of the document (3 points).
 - Complete and accurate information (4 points).
 - Follow RFP instructions (3 points).
- b. Contractor's Experience and Success (70 points)**
 - Breadth and level of experience demonstrated by Contractor for Bed Bug Management Services. Submission of training, effectiveness of treatment methods, and in-house training for contractor's employees should be given in proposal. (50 points).
 - Firm includes at least one onsite staff member with valid training for treatment methods (20 pts)
- c. Experience of Contractor and Contractor's Assigned Project Staff (50 points)**
 - Quality of performance on recent contracts, including number of violations (40 points).
 - Quality and extent of in-house IPM and Bed Bug Treatment training program (5 points).
 - Quality and extent of in-house health & safety program (5 points).
- d. Service Approach (170 points)**
 - Creativity and thoroughness in seeking less-toxic pest management approaches (40 points).
 - Emergency and special services capability (5 points).
 - Completeness of data reporting capabilities, and abilities to integrate with the Authority's work order system (10 points).
 - Proximity of Contractor's business to service areas (5 points).
 - Adequacy of Contractor's facilities, including the availability of microscopes and other pest identification tools (5 points).
 - Site-Specific Sample Bed Bug Treatment Plan (95 points)
 - Ability of Contractor to recognize pest problems and sources of problems (45 points).
 - Thoroughness of recommendations for Bed Bug prevention (40 points).
 - Justification for all actions proposed (10 points).
 - Quality and completeness of monitoring forms (5 points).
 - Quality and completeness of service report form (5 points).
- e. References (100 points)**
 - Quality of recently completed projects, including effectiveness, adherence to IPM principles, adherence to schedules and budgets, and references (100 points).

- f. **Price Proposal** (200 points): Points will be awarded *for each service type* proportionally based on the formula below. Points for each service type will then be added together for a possible 100 points total.

Formula for calculating Point Score:

Points for proposer "A" for each service type=

Possible points for service X (lowest qualified price proposal for service of all respondents ÷ proposer "A's" price proposal for service)

Example:

Firm A's price proposal for Emergency Services: \$100/hour

Lowest qualified price proposal of all respondents for Emergency Services: \$50/hour

3 (possible points) X (\$50/\$100) = 1.5 points

Total points for proposer "A" =

Focus Unit Service Points + Unit Turnover Service Points + Routine Inspection Points +
Emergency Service Points + Special Service Points + Training & Consultation Points

The possible points for the various services are as follows:

<u>Service type</u>	<u>Possible points</u>
Focus Unit Services	140
Unit Turnover Service	40
Call Back Service	20

h. Evaluation Worksheet

EVALUATION WORKSHEET- FOR COMPLETION BY REVIEWERS (SEE Evaluation & Selection Criteria for Reference)		
<p>Proposer # _____ Contractor Name: : _____ Reviewer _____</p>		
MINIMUM REQUIREMENTS		
	Item	Check
	1. Contractor Must Demonstrate Company Stability and Experience	___
	2. One onsite supervisor during any and all treatments	___
	3. All onsite staff have necessary, if any, certifications in place to conduct treatment.	___
	4. Four (4) verifiable references provided.	___
	5. All onsite supervisors have necessary licenses (if required by treatment plan).	___
Minimum Requirements Met? (IF 'NO', STOP HERE)		Yes No
SELECTION CRITERIA		
	Item	Points
	1. Submission Requirements (10 points) a) Organization of the document (3 pts) b) Complete and accurate information..... (4 pts) c) Follow RFP instructions (3 pts)	___ ___ ___
	2. Contractor Experience and Success (70 points) <ul style="list-style-type: none"> • Breadth and level of experience demonstrated by Contractor for Bed Bug Management Services. Submission of training, effectiveness of treatment methods, and in-house training for contractor's employees should be given in proposal. (50 points). • Firm includes at least one onsite staff member with valid training for treatment methods (20 pts) 	___ ___ ___ ___
	3. Experience (50 points) <ul style="list-style-type: none"> • Quality of performance on recent contracts, including number of violations (40 points). • Quality and extent of in-house IPM and Bed Bug Treatment training program (5 points). • Quality and extent of in-house health & safety program (5 points). 	___ ___ ___ ___

	Item	Points
	<p>4. Service Approach (170 points)</p> <ul style="list-style-type: none"> • Creativity and thoroughness in seeking less-toxic pest management approaches (40 points). <ul style="list-style-type: none"> • Emergency and special services capability (5 points). • Completeness of data reporting capabilities, and abilities to integrate with the Authority's work order system (10 points). • Proximity of Contractor's business to service areas (5 points). • Adequacy of Contractor's facilities, including the availability of microscopes and other pest identification tools (5 points). • Site-Specific Sample Bed Bug Treatment Plan (95 points) <ul style="list-style-type: none"> o Ability of Contractor to recognize pest problems and sources of problems (45 points). o Thoroughness of recommendations for Bed Bug prevention (40 points). o Justification for all actions proposed (10 points). • Quality and completeness of monitoring forms (5 points). • Quality and completeness of service report form (5 points). 	<p>— — — — — — — — — — — — — — —</p>
	<p>5. References (100 points) Quality of recently completed projects, including effectiveness, adherence to IPM principles, adherence to schedules and budgets, and references (100 points).</p>	<p>—</p>
	<p>7. Fee Proposal (200 points possible)</p> <p>a. Focus Unit Services: 140 X (Lowest bid \$___/man-hr)/(\$___/man-hr bid) =.....</p> <p>b. Unit Turnover Service 40 X (Lowest bid \$___/man-hr)/(\$___/man-hr bid) =.....</p> <p>c. Call Back Service: 20 X (Lowest bid \$___/man-hr)/(\$___/man-hr bid) =.....</p> <p>Point Score = Sum of A-C (200 points possible)</p> <p>(NOTE: MULTIPLIERS SHOULD ADD UP TO 200)</p>	
	<p>Total Score(600 points)</p>	
	<p>ADJUSTED FINAL SCORE</p>	

A contract will be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the Authority.

SECTION IV – FORMAT AND CONTENT OF PROPOSAL

4.1 POINT OF CONTACT

The sole point of contact in the Authority for purposes of this RFP prior to the award of a contract is the Authority's Director of Development Operations. All contact relative to this RFP should be made in writing and directed to:

Mike A. Jackson, Director of Development Operations
Schenectady Municipal Housing Authority
375 Broadway
Schenectady, NY 12305
Telephone: (518) 386-7051
Fax: (518) 372-0812
E-mail: mjackson@smha1.org

4.2 REQUEST FOR INFORMATION

Any prospective bidder desiring an explanation or interpretation of this RFP must request in writing, e-mail or regular mail, such request for information no later than seven (7) days prior to the proposal due date. Requests shall be directed to the Director of Development Operations at the address listed in Section 4.1, herein. Any information given to a prospective bidder concerning the solicitation will be furnished promptly to all prospective bidders on our website, 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.

4.3 FORMAT AND CONTENT OF PROPOSALS

FIRMS INTERESTED IN RESPONDING TO THIS RFP MUST SUBMIT THE FOLLOWING INFORMATION, IN THE ORDER SPECIFIED BELOW. BE SURE TO ADDRESS ALL EVALUATION FACTORS (SECTION 3.1) IN YOUR RESPONSE.

1. Introduction and Executive Summary (up to 1 page)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

2. Service Approach (up to 12 pages including Alternative Bed Bug Managements Sample Plan)

- a. Examples of Approach:** Describe three examples from multifamily housing where the contractor has creatively applied their service or treatment to eliminate difficult bed bug problems. Provide project summary, budget information if appropriate, and contact information for references at the facility involved (see below).
- b. Record-Keeping and Reporting Capability:** The Firm shall describe how he/she intends to meet the record-keeping and reporting requirements in a way that property staff will be able to read and use to track trends. Include sample forms.
- c. Optional Site Visit and Initial Inspection Report:** Proposers may attend the optional site visit. Although the site visit is not mandatory, a Sample Treatment/Management Plan document based on the knowledge of the properties is required.

The optional site visit will be held at:

LOCATION: Schenectady Municipal Housing Authority, 2nd floor Administration Office, 375 Broadway, Schenectady NY 12305.

DATE/TIME: December 21, 2016, at 9:00 a.m.

3. Firm Qualifications (up to 3 pages): Provide the following:

- a. **Name, address, and telephone** number of a primary contact person.
- b. **A brief description of your firm**, certifications held, professional organization affiliations, as well as how any joint venture association would be structured.
- c. **Address(es) and location(s) of local offices** and service headquarters that would be involved in servicing the Authority contract.
- d. **Description of microscopes**, pest detection equipment or other equipment possessed by the firm that would be used for performance of the contract.
- e. **Names of all staff**, supervisors, and subcontractors who would work on the contract. The firm must have sufficient employees to cover the property's needs. Provide
 - The role each staff member and subcontractor would play in the project (onsite service technician, onsite supervisor, manager, owner, etc.).
 - Experience, education, and qualifications of each staff member, including licenses and certifications held, verification that license(s) are valid, and other relevant training or skills. Contractor shall have access to an Associate Certified Entomologist (ACE) or Board Certified Entomologies (BCE) or person holding a degree in entomology who has demonstrated expertise in structural pest control, especially for rodents, bed bugs, and cockroaches.
 - Written assurance that the staff members listed above will be performing the work and will not be substituted with other personnel or reassigned to another project without prior approval. Assurance must also be made that any substitute personnel be fully qualified.
- f. **Certifications:** The contractor shall provide the following:
 - Certificate of Contractor General Liability Insurance, with the contracting party named as an additional insured
 - Certificate of Workers' Compensation Insurance
 - A copy of the pesticide applicators' license(s)
 - Listing of any violations of State pesticide regulations or pest management regulations within the past three years.
 - Description of in-house training program for firm employees.
 - Description of in-house health & safety program.
- g. **Commitments:** The contractor must commit to providing qualified, professional pest management personnel who:
 - Will not distribute or sell pesticide products to residents or staff;
 - Will not store any pesticide product in the buildings specified in this contract;
 - Understand current practices in this field and have experience providing pest control services in a residential environment;
 - Conduct themselves in a professional manner, with minimal noise and disruption;
 - Cooperate with the building occupants to assure the progress of this work;
 - Have good communication skills and will speak with residents who are present during a visit. It is expected that the PMPs will make an effort to obtain pest sighting information from residents and educate them on bed Bug Treatment techniques;
 - Maintain certification as a Commercial Pesticide Applicators in the category of residential and institutional pest control services;
 - Wear a distinctive uniform that has the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner while working at Authority- owned or leased properties;
 - Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational

- Safety and Health Administration (OSHA) standards for products being used;
- Use only contractor vehicles identified in accordance with state and local regulations;
- Observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas;
- Will comply with all government regulations as are applicable during the time spent on government property;
- Obtain building passes, if needed, as supplied by the Authority or appropriate building manager; and
- Take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

4. References (1 page): The Contractor must submit a list of at least four (4) verifiable references (including names, titles, affiliations, and telephone numbers) for work comparable to that discussed in these specifications that has been completed during the past three (3) years or is currently in progress.

5. Price Proposal (1 page per section): The Authority intends to award this contract to the firm that it considers will provide the best overall program services. The Authority reserves the right to accept other than the lowest bid and to reject any proposals that are not responsive to this request. Please provide a price that includes hourly rates for the services described in the Scope of Work. These rates will be used either to charge for services on a time and materials basis, or as base rates for negotiating flat monthly fees with individual facility managers.

- **Focus Units**
- **Unit Turnover Service**
- **Call-Back Service:**

4.4 GENERAL INFORMATION

- A. Prepare your proposal in a practical, legible, clear, and straightforward manner.
- B. Answer each rating factor completely. Any omissions must be completely explained and justified.
- C. The Proposal shall be signed by an official authorized to bind the company.
- D. Bids submitted are irrevocable for 90 days following the closing date. This period may be extended at the Authority's request only with the bidder's written consent.
- E. Unless there is no need for negotiations with any other offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise solicitors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of the conformance to the solicitation requirements. No offeror shall be provided any information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt or proposal revisions based on negotiations.
- F. Any actual or prospective contractor may protest the solicitation or award of a contract for the serious violations of the principles of this Statement. Any protest against a 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 calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or

designee, who shall issue a written decision on the matter. The Contracting Officer may at his discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

- G. Cancellation of solicitations: This Request for Proposal may be canceled before offers are due if: The Authority no longer requires the supplies, services or construction; the Authority can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons.

A solicitation may be canceled and all bids or proposals that have already been received may be rejected if: the supplies, services, or construction are no longer required; ambiguous or otherwise inadequate specifications were part of the solicitation; the solicitation did not provide for consideration of all factors of significance to the Authority; prices exceed available funds; there is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or for good cause of a similar nature when it is in the best interest of the Authority.

The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

A notice of cancellation shall be sent to all offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any solicitation or future procurement of similar items.

If all otherwise acceptable bids received in response to an RFP are at unreasonable prices, or only one bid is received and the price is unreasonable, the Authority shall cancel the solicitation and either: a) Re-solicit using a request for proposals; or b) Complete the procurement by using the competitive proposals method (when more than one otherwise acceptable bid has been received), or by using the noncompetitive proposals method (when only one bid is received at an unreasonable price); provided, that the Contracting Officer determines in writing that such action is appropriate, all bidders are informed of the Authority's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.

- H. If it becomes necessary to revise this RFP, amendments will be provided to all prospective bidders that were sent this RFP or otherwise are known by the Authority to have obtained this RFP. Acknowledgement of the receipt of all amendments to the RFP must accompany the bidder's bid. Failure to acknowledge receipt does not relieve the bidder from complying with all terms of any such amendment.

SECTION V – PROPOSAL SUBMITTAL

5.1 FORM OF SUBMITTAL

Submit one (1) clearly labeled original and three (3) copies of your bid and completed Attachments A, in a sealed package with the company bidding identified on the package, addressed as follows:

Schenectady Municipal Housing Authority 375 Broadway
Schenectady, NY 12305

Attention: Mike A. Jackson, Director of Development
Operations
COMPETITIVE PROPOSAL- DO NOT OPEN Alternative
Bed Bug Management Program
SOLICITATION NO: 2017-02

5.2 DELIVERY OF PROPOSAL

The Proposal shall be properly addressed as shown in 5.1, and delivered or mailed so that the bid is received on or before the response date and time.

Requests for extension of this date or time shall not be granted. Contractors mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Authority; please note that daily mail through the U.S. Post Office often arrives at the Authority after 4:00 PM. Bids received by the Authority after the closing time and date will not be considered, unless conditions apply per Section 6 of form HUD-5369-B, "Instructions to Offerors – Non-Construction." Proposals delivered by e-mail or facsimile shall not be considered. The Authority does not accept responsibility for late or mis-delivered proposals.

5.3 RESPONSE DATE AND TIME

The response date and time is:

Monday, January 9, 2017, at 10:00 AM

Certifications and Representations of Offerors
Non-Construction Contract

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

"ATTACHMENT - A"

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 (3) 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)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> 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.

(c) 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:

Attachment B: SMHA Property and Unit Data

Property Name	Property Address	Year Built	Number of Units	Total Square Feet	Building Type
Macgathan Townhouses - 50 Units					
Bldg 1 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	5710	Apartment
Bldg 2 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4844	Apartment
Bldg 3 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4844	Apartment
Bldg 4 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	2492	Apartment
Bldg 5 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4844	Apartment
Bldg 6 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4208	Apartment
Bldg 7 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	5710	Apartment
Bldg 8 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4208	Apartment
Bldg 9 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4208	Apartment
Bldg 10 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	2	4208	Apartment
Bldg 11 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4844	Apartment
Bldg 12 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4208	Apartment
Bldg 13 Macgathan Townhouses	Jerry Street, Schenectady NY 12304	1972	4	4208	Apartment
Macgathan Community Room	Jerry Street, Schenectady NY 12304	1972		2150	Community Center
Maryvale Apartments - 8 Units					
Bldg A Maryvale Apartments	Maryvale Drive & Starling Avenue, Schenectady NY 12304	1978	4	5360	Apartment
Bldg B Maryvale Apartments	Maryvale Drive & Starling Avenue, Schenectady NY 12304	1978	4	5360	Apartment
Steinmetz Homes - 244 Units					
Bldg 1 Steinmetz Homes	Henry Street, Schenectady NY 12307	1943		3206	Community Center
Bldg 2 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 3 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 4 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 5 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 6 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 7 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 8 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 9 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 10 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 11 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 12 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 13 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 14 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 15 - Type C - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	8	5800	Apartment
Bldg 16 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 17 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 18 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 19 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 20 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 21 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment

Bldg 22 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 23 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 24 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 25 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 26 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 27 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 28 - Type D - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	12	8750	Apartment
Bldg 29 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 30 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 31 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 32 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 33 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	4400	Apartment
Bldg 34 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 35 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 36 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 37 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 38 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 39 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 40 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 41 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 42 - Type C - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	5800	Apartment
Bldg 43 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 44 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 45 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 46 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 47 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Bldg 48 - Type A - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	6	4400	Apartment
Bldg 49 - Type B - Steinmetz Homes	Henry Street, Schenectady NY 12307	1943	4	3126	Apartment
Steinmetz Homes Family Investment Center	Emmond Road Schenectady NY 12307	1997		15186	Offices
Steinmetz Homes Maintenance Garage	Henry Street, Schenectady NY 12307	1995		10600	Maintenance Garage
Yates Village - 298 Units					
Bldg 1 - A Court Yates Village	Van Vranken Avenue, Schenectady NY 12308	1948	38	32850	Apartment
Bldg 2 - B Court Yates Village	Van Vranken Avenue, Schenectady NY 12308	1948	38	32850	Apartment
Bldg 3 - C Court Yates Village	Van Vranken Avenue, Schenectady NY 12308	1948	37	32850	Apartment
Bldg 4 - D Court Yates Village	Van Vranken Avenue, Schenectady NY 12308	1948	39	32850	Apartment
Bldg 5 - E Court Yates Village	Van Vranken Avenue, Schenectady NY 12308	1948	35	35250	Apartment
Bldg 6 - F Court Yates Village	Van Vranken Avenue, Schenectady NY 12308	1948	37	32850	Apartment
Bldg 7 - G Court Yates Village	Van Vranken Avenue, Schenectady NY 12308	1948	39	32850	Apartment
Bldg 8 - H Court Yates Village	Van Vranken Avenue, Schenectady NY 12308	1948	35	32850	Apartment
Yates Village Maintenance Garage	Van Vranken Avenue, Schenectady NY 12308	2011		7728	Maintenance Garage
Yates Village Community Room	Van Vranken Avenue, Schenectady NY 12308	1948		4000	Community Center
Yates Village FSS	Van Vranken Avenue, Schenectady NY 12308	1948		2720	Offices
Schonowee Village - 208 Units					
Bldg 4 Schonowee Village	Hamilton & Millard Streets, Schenectady NY 12305	1937	24	16116	Apartment

Bldg 5 Schonowee Village	Hamilton & Millard Streets, Schenectady NY 12305	1937	59	40125	Apartment
Bldg 6 Schonowee Village	Hamilton & Millard Streets, Schenectady NY 12305	1937	27	18500	Apartment
Bldg 7 Schonowee Village	Hamilton & Millard Streets, Schenectady NY 12305	1937	53	32930	Apartment
Bldg 8 Schonowee Village	Hamilton & Millard Streets, Schenectady NY 12305	1937	45	30150	Apartment
Schonowee Village Construction Offices	Hamilton & Millard Streets, Schenectady NY 12305	1959		2400	Offices
Lincoln Heights - 105 Units					
Bldg A Lincoln Heights	Veeder Avenue Extension, Schenectady NY 12307	1942	12	7150	Apartment
Bldg B Lincoln Heights	Veeder Avenue Extension, Schenectady NY 12307	1942	10	7410	Apartment
Bldg C Lincoln Heights	Veeder Avenue Extension, Schenectady NY 12307	1942	16	10856	Apartment
Bldg D Lincoln Heights	Veeder Avenue Extension, Schenectady NY 12307	1942	8	5472	Apartment
Bldg E Lincoln Heights	Veeder Avenue Extension, Schenectady NY 12307	1942	20	11954	Apartment
Bldg F Lincoln Heights	Veeder Avenue Extension, Schenectady NY 12307	1942	8	5586	Apartment
Bldg G Lincoln Heights	Veeder Avenue Extension, Schenectady NY 12307	1942	20	11954	Apartment
Bldg H Lincoln Heights	Veeder Avenue Extension, Schenectady NY 12307	1942	11	7410	Apartment
Lincoln Heights Community Room	Veeder Avenue Extension, Schenectady NY 12307	1942		3500	Community Center
Ten Eyck - 100 Units					
Ten Eyck	Broadway, Schenectady NY 12305	1963	100	65920	Apartment
Ten Eyck	Broadway, Schenectady NY 12305	1994		15556	Offices
Ten Eyck Maintenance Garage	Broadway, Schenectady NY 12305	1983		2310	Maintenance Garage