

**INVITATION TO BID**  
**Pest Control and**  
**Bed Bug Treatment and Inspections**

**Date Issued: March 22, 2024**

**Question Deadline Date: March 29, 2024**  
**Deadline Time: 3:00 P.M.**

**Deadline Date: April 5, 2024**  
**Deadline Time: 3:00 P.M.**

**Issued By: Flossi Pease, Residential Manager**

**ANY QUESTIONS SHOULD BE DIRECTED IN WRITING TO:**

**Flossi Pease, Residential Manager**  
**rm@nileshousingcommission.com**

# **Table of Contents**

## **BED BUG TREATMENT AND INSPECTION**

SECTION 1	ANNOUNCEMENT
SECTION 2	SCOPE OF SERVICES
SECTION 3	GENERAL INFORMATION
SECTION 4	SUBMISSION REQUIREMENTS
SECTION 5	METHOD OF EVALUATION
SECTION 5.1	SECTION PROCESS
SECTION 5.2	EVALUATION CRITERIA
SECTION 5.3	FEE PROPOSAL FORM

## **PEST CONTROL SERVICES**

SECTION 1	SCOPE OF SERVICES
SECTION 2	GENERAL INFORMATION
SECTION 3	SPECIAL CONDITION
SECTION 4	BID FORM

## **EXHIBITS**

1. HUD Guidance on Integrated Pest Management–PIH-2007-12
2. IPM Pest Control Services Provided by Contractor
3. IMP Pest Control Services Guidelines
4. HUD 5369-C
5. Non-Collusive Affidavit,
6. Section 3

## Section 1.0 Announcement

NILES HOUSING COMMISSION hereby requests proposals from professional service companies for the purpose of IPM/bed-bug treatment and inspections. This will allow for an approved vendor list, a price-fixed amount and will ensure that certain standards are being met for treatment.

Although it is NILES HOUSING COMMISSION's intention to use a separate vendor for inspections and for extermination, NILES HOUSING COMMISSION reserves the right to award both inspections and treatment to the same vendor.

Niles Housing Commission is **tax exempt**.

**One** signed original paper copy and **one electronic** copy of the completed proposal must be submitted to NILES HOUSING COMMISSION in a sealed envelope or container clearly marked "**Bed Bug Treatment and Inspections**" by **3:00 p.m.**, local prevailing time, on **April 5, 2024**. Proposals received after this time will **not** be accepted. All information requested **must** be provided or proposals may be deemed non-responsive.

Please submit proposals at the following address:

Attn: Flossi Pease, Residential Manager  
Niles Housing Commission  
251 Cass St.  
Niles, MI 49120  
Email: [rm@nileshousingcommission.com](mailto:rm@nileshousingcommission.com)

The successful proposer shall be determined by the top-rated responsive and responsible proposer as determined by the evaluation process detailed within this request for proposal. It is the intent of this invitation to award one or more contracts under this request for proposal. Length of contract will be two (2) year, with the option to extend the contract for one (1) additional one (1) year term.

Bidding documents can be obtained on the NILES HOUSING COMMISSION website at [www.ci.niles.mi.us/Community/NilesHousingCommission.com](http://www.ci.niles.mi.us/Community/NilesHousingCommission.com) Questions and inquiries regarding this request for proposal should be directed to the Flossi Pease, Residential Manager, 269-683-2783.

NILES HOUSING COMMISSION reserves the following rights: to accept or reject any and all submissions and to waive any and all technicalities; to determine the days, hours, and locations that the successful proposer shall provide services called for in this ITB; to hold all proposals submitted and not permit withdrawal for a period of ninety (90) days subsequent to the deadline for receiving proposals; to negotiate fees proposed; and to not consider any proposal that does not meet the requirements of this ITB. Costs incurred as a result of responding to this ITB are the responsibility of the Proposer.

## Section 2.0 Scope of Services

NILES HOUSING COMMISSION is requesting proposals from qualified professional service providers. NILES HOUSING COMMISSION intends to enter into one or more contracts for the treatment and inspections. NILES HOUSING COMMISSION has approximately 179 dwelling units in this ITB to include high-rise and scattered sites.

Vendor(s) must provide services in a manner that demonstrates sensitivity to the fact that the property is primarily residential in nature and puts the needs of the residents as the foremost priority.

Vendors must review the IPM Pest Control Service Guidelines described in **Exhibit 3** at the end of this proposal. Where applicable within the ITB data the vendors will follow the IPM Pest Control Services Provided by Contractor described within **Exhibit 2** except where vendor specifically identifies situations where it follows alternative guidelines.

For your review, NILES HOUSING COMMISSION has attached HUD's information forms about Integrated Pest Management and Public Housing Environmental & Conservation Clearinghouse.

**Access to Properties** – NILES HOUSING COMMISSION will provide vendor with access to the unit(s) as required. A Niles Housing Commission employee will accompany vendor when entering any unit.

**Categories of Services**- NILES HOUSING COMMISSION is requesting pricing on two types of services:

1. Inspections
2. Exterminations / Treatments

NILES HOUSING COMMISSION is requesting pricing based upon unit cost.

Vendors shall perform the following tasks for the buildings/units listed in this ITB.

1. **Initial Inspection:** If the property manager deems it necessary, conduct an initial or annual inspection for bed bugs. The initial inspection is for the vendor to evaluate the needs of the premises and to present findings to the residential manager.

The following specific points should be addressed:

- a. Identification of problem areas in and around the building;
- b. Identification of problem units, including the extent of the problem and recommendations for resolving problems;
- c. Discussions of effectiveness of previous efforts;
- d. Vendor access and coordination to all necessary areas;
- e. Information for the vendor of any restrictions or special safety precautions;

- f. **Emergency Inspection:** Conduct inspections and necessary treatment in response to request by NILES HOUSING COMMISSION Staff Personnel for corrective action. Emergency Inspections, when requested, are to be performed with eight (8) hours during normal working hours.

2. **Treatment:** Treat units for bed bugs as needed. Conduct follow-up inspection at necessary interval as determined by product and contractor recommendation and subject to owner review and approval. **Vendor pricing must include initial treatment and two follow-up treatments** with treatment being successful in the eradication. Service to have a 90-day warranty period from the last treatment. Call-back service required by NILES HOUSING COMMISSION Staff due to vendor's negligence will be at no charge. Vendor must provide cost to remove and dispose of furniture.

**Integrated Pest Management (IPM) Plan** – Vendor shall submit with its proposal a draft IPM Plan that will ultimately be finalized in collaboration with the properties general pest control firm. If aspects of the IPM Plan are incomplete or unacceptable, the vendor will have five (5) days to submit a revision after notification. The vendor shall be responsible for carrying out work according to the owner approved IPM Plan.

At a minimum, the IPM Plan shall consist of the following:

1. **Material and Equipment for Service:** The vendor shall provide current labels and Material Safety Data Sheets (MSDS) of pesticides to be used, and brand names of pesticides application equipment, pest monitoring devices, pest surveillance and detection equipment, and any other pest IPM devices or equipment.
2. **Method of Monitoring and Surveillance:** The vendor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessment of pest population levels throughout the term of the contract. This information must include general locations of common area monitoring traps, and responsibilities for routinely checking the traps.
3. **Work Schedule:** Except as otherwise agreed, all work at the property under this contract shall be performed between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, and shall not interfere with daily operations, with the exception of holidays included in the ITB.
4. **Description of any Structural or Operational Changes that Would Facilitate the Pest Control Effort:** The vendor shall describe site-specific solutions.
5. **Commercial Pesticide Applicator Certificates or Licenses:** The vendor shall identify the personnel providing pest control, including the pest management supervisor. Vendor shall provide photocopies of State-issued Commercial Pesticide applicator Certificates or Licenses for every vendor employee who will be performing on-site service under this contract.

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

**Vendor Personnel** - Vendor shall provide qualified, professional pest management personnel who:

1. Understand current practices in this field and have experience providing pest control services in a residential environment.
2. Conduct themselves in a professional manner and with minimal noise and disruption.
3. Cooperate with the building occupants to assure the progress of this work.
4. Maintain certification as Commercial Pesticide Applicators in the category of residential and institutional pest control services.
5. While working at NILES HOUSING COMMISSION properties, shall wear distinctive uniform clothing that has the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner.
6. 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.
7. Use only vendor vehicles identified in accordance with state and local regulations.
8. Observes all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.
9. Will comply with all government regulations as are applicable during the time spent on government property.
10. Obtain building passes, if needed, as supplied by NILES HOUSING COMMISSION or appropriate building manager.

**Minimum Standards of Performance** - The vendor's performance will be evaluated with the approved IPM Plan. If pests appear between scheduled treatment, the contractor may be called back to treat the room(s) or building where the problem occurred. Response time is within 24 hours from notification.

If the vendor fails to arrive at the property within one (1) workday after the request for call-back service, NILES HOUSING COMMISSION shall have the right to obtain the service elsewhere, and the vendor agrees that the actual cost of such service shall be deducted from the vendor's invoice covering the period for which the outside service was obtained. This deduction will be supported by a copy of the invoice covering the emergency service obtained elsewhere.

**Reporting** – As part of the services provided under this contract, the collection and transmittal of data collected by the vendor during the work is crucial to the effectiveness in managing the IPM. Vendor must propose reporting and recordkeeping plans to enable NILES HOUSING COMMISSION to monitor Vendor's work in a timely and efficient manner. As a minimum, vendor is required to collect and submit the reports detailed below. PHA will review and approve report format prior to contract award.

1. **Individual Property Reporting (within 3 working days):** Upon completion of inspection at the property, vendor will submit the inspection log with a spreadsheet summary highlighting troubled areas or units within (3) working days after the

inspection. Vendor must submit the report in hard-copy format and by email in electronic spreadsheet format. The residential manager must sign the hard copy. PHA will not pay for work that is not documented by this report or for work documented on the report but not signed by the residential manager.

- a. Brief narrative discussing the findings as they relate to an increase or new infestations by unit or apartment number, including recommendation for treatment or preventative measures.

**2. Treatment Cycle Reporting (within one week):** Upon completion of a treatment cycle, vendor must submit by email or mail, a general summary report within one week. The treatment summary reports shall include, but not be limited to the following:

- a. Brief narrative discussing the treatment used by apartment address, including recommendation for treatment or preventative measures.
- b. Discuss any findings of deficiencies due to lack of access, inadequate or improper treatments, or recommendations of change to a more effective chemical or method.
- c. Schedule for follow-up treatment plans.

Vendor shall submit reports to the Residential Manager. Failure to submit the above reports on time shall be considered a material breach of the contract and could be used as basis for termination of the contract.

### Section 3.0

### General Information

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

Conflict of Interest: No vendor will promise, or give to any NILES HOUSING COMMISSION employee anything of value that could influence that employee in their decision on awarding contracts. No vendor will try to influence an employee of NILES HOUSING COMMISSION to violate any procurement policies of the agency or Federal Procurement Regulations.

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

If a vendor discovers any mistakes or omissions in the ITB they must notify Niles Housing Commission Procurement Department in writing at [rm@nileshousingcommission.com](mailto:rm@nileshousingcommission.com).

Changes to ITB: NILES HOUSING COMMISSION may make changes to this ITB by posting the changes on the website at [www.ci.niles.mi.us/Community/NilesHousingCommission.com](http://www.ci.niles.mi.us/Community/NilesHousingCommission.com).

Availability of Funds: This ITB and all agency contracts are contingent on the availability of funds. If, during the ITB process, funds are not available for the proposed services, the ITB process will be canceled. The vendor will be notified at the earliest possible time. Niles

Housing Commission is not required to compensate the vendor for any expenses incurred as a result of the ITB process.

Non-Appropriation Clause: The proposed services will be subject to termination in the subsequent fiscal years if the sufficient funds are not appropriated and budgeted or are not otherwise available to continue making payments for the services.

Termination: Niles Housing Commission reserves the right to terminate an agreement without prior notification for reasons it deems in the best interest of the PHA. If terminated, NILES HOUSING COMMISSION will notify the contractor of the termination in writing by certified mail, return receipt requested, and shall pay vendor for services rendered prior to vendor's receipt of the Notice of the Agreement Termination.

Holidays: NILES HOUSING COMMISSION recognizes the following holidays as vacation days for its employees:

New Year's Day	Martin Luther King Day	Memorial Day	Independence
Day	Labor Day	Thanksgiving Day	
Day after Thanksgiving	Christmas Eve	Christmas Day	

#### **Section 4.0**

#### **Submission Requirements**

A detailed proposal must be submitted together with all required forms. Vendors are urged to keep all proposals focused and as brief as possible while providing enough detail to enable an informed review of the products and services offered. All identified elements must be included for the proposal to be considered complete.

Among required forms, the vendor shall submit proof of insurance including Errors and Omissions, Professional Liability, Workman's Compensation, Automobile, bodily Injury and Property Liability per Section 00650. The following completed forms must be included in the proposal: Certifications and Representations of Offerors HUD 5369-C, Non-Collusive Affidavit, Section 3 Clause, and EEO Statement. The proposer is encouraged to include additional items that demonstrate their ability to provide services in accordance with the needs of the PHA.

NILES HOUSING COMMISSION reserves the right to accept or reject any and all submissions and to waive any and all technicalities. All costs incurred directly or indirectly in response to this request for submissions shall be the sole responsibility of the proposer and shall be borne by that firm.

Questions and inquiries regarding this request for proposal will be accepted until 3:00 p.m. on March 29, 2024 and should be directed to the Residential Manager by email: [rm@nileshousingcommission.com](mailto:rm@nileshousingcommission.com).

#### **Section 5.0**

#### **Method of Evaluation**



Proposals will be evaluated based on the Proposer's ability to provide services consistent with the needs of the PHA. The professional services selective process will involve the ranking of professional Vendor's by appointed committee members that consist of, Kimberly Claubesch and Flossi Pease. NILES HOUSING COMMISSION reserves the right to select a Vendor that meets the properties own specific needs.

The Proposal shall include, at a minimum, for the vendor and any third party personnel the vendor may utilize, the following:

### **Introduction/Proposal Summary**

Include a letter of introduction that includes a highlight of the Proposer's history, its organization. Identify a primary contact person. Provide a summary of proposal contents and overview of services to be provided. Scope of services to be provided by the Vendor must include, at minimum, those defined in the previous section.

### **Qualifications/Experience**

Proposers shall provide experienced, qualified and capable personnel to perform the functions and responsibilities outlined in Section 3 under **Scope of Services**. The Statement of Qualification/Experience must clearly demonstrate the Proposer's knowledge and experience in providing Bed Bug Treatment and/or Inspections.

All proposers shall provide a Statement of Qualification/Experience that addresses the following:

A statement of experience in working with various housing authorities and/or property management agencies of similar size and composition as the community listed in the ITB; provide list of these agencies and approximate dates of experience. Provide no less than three references for similar services presently and over the past fifteen month period. References should include contact information. All references will be verified.

The vendor must be licensed to do business in the State of Michigan.

### **MBE/ WBE & S3B Goals**

It is the policy of Niles Housing Commission to encourage its contractors to understand, endorse and fully implement the policies and programs associated with expanding the business potential for minority (MBE) and women (WBE), and Section 3 businesses. Each proposer must provide its policy statement on these matters, as well as its plan for meeting these objectives in terms of its own team and project expenditures. This should include a specific list of intended and/or potential consultants and/or sub-consultants for each category reference above, and the percentage value of work that will be performed by each consultant and/or sub-consultant. The submission should also include documentation or other certification which verifies the designation for category(s) indicated.

### **Compliance with Section 3 of the Housing & Urban Development Act of 1968**

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low and very-low income persons, particularly person who are recipients of HUD assistance for housing.

Each Proposer **must** provide its implementation plan and supporting documentation demonstrating compliance on these matters in terms of its anticipated contract expenditures. The Section 3 Clause is a required form to be executed and attached to the ITB.

### **Letter of Interest**

Provide the firm's business structure. Include a notarized statement signed by an authorized representative of the firm indicating that statements and data provided in response to this request for submissions are correct and true.

## **Section 5.1 Selection Process**

Members of the selection committee will review the submittals received and provide written evaluations to the Procurement Manager. Following the formal evaluations, the Procurement Manager may contact the highest-ranking firms for a formal interview. The selection committee shall be the sole judge as to the evaluation and ranking of submittals received. The formal interview will consist of an on-site presentation of the work plan and service delivery schedule. The highest-ranking firms will be given an opportunity to provide additional technical information needed to determine the best benefit for the Owner. The selection committee will re-evaluate the vendors utilizing the same evaluation criteria. An average of the two scores will determine the highest-ranking firm(s) to be contacted for negotiation of fees. Upon receipt of best and final offers the Procurement Manager will contact the vendor to enter into a contract.

In the event that the quality of initial proposals received is such that no purpose would be served by conduction negotiations, Niles Housing Commission may award a contract without discussions. NILES HOUSING COMMISSION reserves the right to modify or suspend any and all aspects of the selection process, including, but not limited to this request for proposals, and all or any portion of the selection process in or subsequent to the request; to obtain further information from any respondent; to waive any informalities or defects as to form or content of the request for technical qualifications statements or the selection process; and to accept or reject any or all responses submitted.

## **Section 5.2 Evaluation Criteria Summary**

Each response to this technical qualification submission will be evaluated on the point scale noted for each of the evaluation factors listed in the table below.

Evaluation Factor	Description	Point Scale
<b>Demonstration of Ability</b>	Demonstration of ability to provide the necessary knowledge, skill(s), qualification(s), and required services(s), including qualification(s) and experience of assigned personnel.	0 - 35
<b>References</b>	Demonstration of successful completion of similar past projects to other organizations (bed bug extermination of multi-family housing). Submit at least 3 references with letters of recommendation who used the firm for similar service during the past 15 months.	0 - 30
<b>Section 3</b>	Demonstration of commitment to workforce diversity and Section 3. (EEO). This contract is subject to the requirement of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the Section 3 covered project. See the Section 3 Clause attachment.	0 - 10
<b>Cost &amp; Fee</b>	Fees shall be submitted on the form provided and <u>only</u> in the paper submission.	0 - 25

If any form or other information that NILES HOUSING COMMISSION requires to be submitted is not included in the response to this request, the firm may be deemed non-responsive and be subsequently disqualified from consideration. Upon receipt of statements of qualifications, submissions will be evaluated and ranked based on the above criteria. References may be contacted for those firms whose submissions are deemed responsive.

# Request for Proposal Bed Bug Treatment and Inspections

Provide ANNUAL COST for Inspection of Individual Apartments for Bed Bugs

## INSPECTIONS

			Cryonite Cost Per Unit	Total Cryonite Cost	Chemical Cost Per Unit	Total Chemical Cost
	Scattered Sites	3 BR	\$	\$	\$	\$
	Scattered Sites	4 BR	\$	\$	\$	\$
	Scattered Sites	5 BR	\$	\$	\$	\$
	High-Rise (129 total)	1 BR	\$	\$	\$	\$

## INITIAL EXTERMINATIONS / TREATMENT AND 2 FOLLOW-UPS

			Cryonite Cost Per Unit	Total Cryonite Cost	Chemical Cost Per Unit	Total Chemical Cost
	Scattered Sites	3 BR	\$	\$	\$	\$
	Scattered Sites	4 BR	\$	\$	\$	\$
	Scattered Sites	5 BR	\$	\$	\$	\$
	High-Rise (129 total)	1 BR	\$	\$	\$	\$

\*Calculation Factors are for bidding purposes only and may not be a representative of the total quantities of exact unit composition or of the total quantities of work to be assigned.

Length of contract is for two (2) year which could extend for an additional year.

**Instructions:** To ensure that Niles Housing Commission can make a fair comparison of service provider costs for services, Niles Housing Commission requires all proposers to complete this form in its entirety.

DATE: \_\_\_\_\_ NAME OF BIDDER: \_\_\_\_\_

SEAL: \_\_\_\_\_ SIGNATURE OF BIDDER: \_\_\_\_\_

ATTEST: \_\_\_\_\_ COMPANY: \_\_\_\_\_

NOTARY: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

FEDERAL ID #: \_\_\_\_\_

## SECTION 1: SCOPE OF SERVICE

The Bidder shall provide all labor, supervision, permits, vehicles, materials, tools, knowledge, insurance, equipment including a Pest Vacuum with Hepa filter to remove roaches and eggs, be licensed by the **State of Michigan** to provide pest control in categories specified in this bid, etc. to perform pest control services as follows for all areas and buildings specified herein including rooms, closets, toilets, kitchens, hallways, stairwells, attics, etc., and for providing documentation approved by Owner per site. Emergency request must be responded to within 24-hours. The Bidder will be responsible for rotating treatments as needed to provide and maintain adequate results to the satisfaction of the Owner.

Pest control services shall include, but not be limited to, the treatment of the following pests:

Cockroaches   Silverfish   Water Bugs   Spider's   Ants   Flies   Fleas   Crickets   Earwigs   Bees   Wasps

As a general rule, the contractor shall apply 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.

Application of insecticides to exposed surfaces or as space sprays ("fogging") shall be restricted to exceptional circumstances where no alternative measures are practical. The contractor shall take all necessary precautions to ensure tenant and employee safety and all necessary steps to ensure the containment of the pesticide to the site of application.

Bedbugs control is not included in this bid.

Should the service not be performed in compliance with the standards and generally accepted quality pest control standards, a Niles Housing Commission representative will contact the designated firm representative who will be responsible for ensuring the Service is completed within 24 hours from the hour of notification. There will be no charges paid for callbacks. **If a unit is marked as heavy infestation as determined by the Site Management member, the unit will require an additional treatment every 30-days with use of a Pest Vacuum with a Hepa filter to remove roaches and eggs until the problem is resolved. In addition, all adjacent units (top, bottom and sides) shall also be treated at the time of each service.**

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

Rodent control shall include the effective control of rats and mice in all buildings under this contract.

- a. When necessary to install rodent bait boxes, the contractor will supply a written report to the property, which indicates the box locations, date of installation and removal.
- b. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
- c. The lids of all bait boxes shall be securely attached or anchored to the floor, ground, wall or other immovable surface, so that the box cannot be picked up or moved.
- d. Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
- e. All bait boxes shall be labeled on the inside with the contractor's business name, address, phone number, and must be dated by the contractor's technician at the time of installation and each servicing.

### **Treatments = Provided Monthly Basis:**

1. **Niles Housing Commission: 50 (Scattered) Units:**
  - A. Treat each unit for roaches and insects at each development including boiler rooms.
  - B. Treat each office building; treat all areas, resident service areas, storage rooms and maintenance areas for roaches and insects.
2. **Niles Housing Commission: 129 (High-rise Units:**

- A. Treat each unit for roaches and insects at each development including boiler rooms.
- B. Treat each office building; treat all common areas, resident service areas, storage rooms and maintenance areas for roaches and insects.

**Service Upon Request:**

1. Perform pest control services at all sites by space sprays ("fogging") where no alternative measures are practical.

## **SECTION 2: General Conditions and Information**

Length of contract will be two (2) year, with the option of up to one (1) additional one-year period with no price adjustments permitted. Final award will be subject to available funding.

**\*\*\* Niles Housing Commission reserves the right to modify the frequency of routine treatment \*\*\***

Specific areas may only be accessible at certain times of the housing authority work day (8:00 a.m. - 4:30 p.m.). The firm should anticipate that all areas would not be accessible on holidays and weekends. The housing authority shall maintain the right to approve all work schedules. The following holidays are observed: New Years Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Day after Thanksgiving, Christmas Eve, and Christmas Day. When a holiday falls on a Saturday, it will be observed on Friday. When a holiday falls on a Sunday, it will be observed on Monday.

Within the first five working days of each month, the firm shall submit all appropriate paperwork for the preceding month, including a detailed invoice indicating where and when work was performed, quantities of work performed, and the costs for each and method of treatment. Interest may not be charged for payments not received within 30 days of due date.

The firm shall meet with the Residential Manager to develop an annual schedule for services. It is also the responsibility of the firm to notify residents of their scheduled service date and proper preparation for treatment seven (7) days prior to the treatment date. The firm will meet to discuss proper preparation and resident notification to ensure the proper treatment of units. **A Site Management member will attend the inspection and treatment of each unit and will determine the severity of infestation within the unit. In the event the resident has not properly prepared, the firm shall utilize an alternate method of treatment. The Site Management member will address the concern with the resident to ensure compliance. The firm is responsible for providing a status report form indicating number of pest sightings and housekeeping issues.** The firm shall also inform the Residential Manager monthly of ongoing problems that may prevent the extermination program from being effective. **The firm will submit a written report indicating number of pest sightings and housekeeping issues with the invoicing.**

Niles Housing Commission reserves the right to **cancel the contract with a 30-day notice** and return to negotiation with the next lowest bidder in the original bidding process should the successful firm fail to provide quality services. Callback percentages are expected not to exceed 5% of the total number of units and spaces inspected and treated during the month.

The contractor and pest control personnel shall maintain the highest standards of conduct and integrity while on facility premises. Technicians shall wear a distinct uniform shirt with the company's name displaced and present a clean, neat and professional appearance.

The contractor shall supply and insure that each service technician assigned to the facilities maintains the necessary and required equipment for the safe use and application of pesticides.

The contractor shall be responsible for the orientation of replacement personnel who are not familiar with the facilities to be serviced.

**Materials:**

- 1) Any materials used shall conform to all Federal and State laws and regulations and shall be acceptable to the facility management. Approval of materials will not be unreasonably withheld. Pesticides shall be used with all due precautions to prevent the possibility of accidents or exposure of humans, domestic animals, pets, property and any unintended environmental consequences.
- 2) No pesticides shall be used in any program required by this bid in any manner inconsistent with its labeling. All pesticides used in the pest control programs covered by this bid shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to.
- 3) The contractor shall provide current labels and material safety data sheets (**MSDS**) for all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment and any other pest control devices or equipment that may be used to provide pest control services.

This information must be provided as follows: 1 copy – Residential Manager

- 4) Whenever possible, especially in sensitive areas, low human toxicity pesticides such as insect growth regulators (IGR's) or baits shall be used. Any "Restricted Use Pesticides" used are to be applied only by certified applicators. It is the intent of the PHA to minimize the use of toxic substances.

**Safety:**

- 1) Safety is the overall responsibility of the contractor. The contractor shall observe all safety precautions throughout the performance of this contract. All work shall be in strict accordance with all applicable Federal, State and local safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will be applied.
- 2) The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

## **SECTION 3: Special Conditions**

### **WORKER IDENTIFICATION**

Niles Housing Commission requires all persons working in occupied units to wear clearly visible work identification uniforms or a recent color photograph ID. This requirement is a two-fold security measure designed to protect the residents as well as the successful firm's employees. The successful firm is responsible for securing their own photo identification badges.

## SECTION 4 BID FORM FOR PEST CONTROL SERVICES

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, the Invitation to Bid, Instruction to Bidders, this Bid Form, the form of the Non-Collusive Affidavit, the General Conditions, the Special Conditions, the Scope of Work and Addendum, if any thereto, on file in the office of Niles Housing Commission, hereby proposes to furnish all labor, equipment, services, licenses, permits and material required.

The following principles shall govern the competitive bidding process:

1. The Housing Authority will award one contract to the contractor submitting the lowest responsible and responsive bid. Award shall be made contingent upon available funding.
2. Contract will be for 2 years with the option to renew for 1 additional one-year term. No price Adjustments permitted.
3. Unit prices shall not be exceeded without a contract modification approved by Owner prior to completion of work.
4. The Bidder is advised to include in each of the items the proportional amounts of labor and material costs, overhead, profit, and fees.
5. All sites listed are tax exempt, and should be reflected in proposed unit costs.

BIDDER proposes to perform all work required in strict accordance with the specifications and bid documents. This bid form is due to the Niles Housing Commission on July 15, 2021 1:00 P.M. (local prevailing time).

### Proposed Unit Prices

Provide ANNUAL COST to inspect and treat individual apartments for typical pest (such as ant, cockroaches, silverfish, spiders, fleas)			
Scattered Sites	251 Cass Street, Niles, MI 49120	50 Units	\$
	2 Bedroom		\$
	3 Bedroom		\$
	4 Bedroom		\$
	5 Bedroom		\$
High-Rise	251 Cass Street, Niles, MI 49120	129 Units	\$

**Total Base Bid** \$ \_\_\_\_\_

**Total Base Bid Written** \_\_\_\_\_



The Bidder agrees to furnish all labor, materials, equipment and services required to complete the work and project as described and required by the Contract Documents. Proposal prices may be written in longhand and numerically.

In submitting this bid, it is understood that the right is reserved by the Niles Housing Commission to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within **Thirty (30) calendar days** after the opening thereof, or at any time thereafter, before this bid is withdrawn, the undersigned agrees to execute a contract in the prescribed form when the contract is presented for signature.

DATE: \_\_\_\_\_ NAME OF BIDDER \_\_\_\_\_

SEAL: BY (print) \_\_\_\_\_

BY (sign) \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

FEDERAL IDENTIFICATION # \_\_\_\_\_

ATTEST:

NOTARY PUBLIC

\_\_\_\_\_



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

---

SPECIAL ATTENTION OF:

Regional Directors; State and Area  
Coordinators; Public Housing Hub  
Directors; Program Center Coordinators;  
Troubled Agency Recovery Center Directors;  
Special Applications Center Director;  
Administrators, Offices of Native American  
Programs; Public Housing Agencies;  
Housing Choice Voucher/Section 8 Public  
Housing Agencies; Tribally Designated  
Housing Entities; Indian Tribes; Resident  
Management Corporations.

NOTICE PIH 2007-12 (HA)

Issued: May 24, 2007

Expires: May 31, 2008

---

Cross Reference:

24 CFR 903.7(e)(2)

This Notice Supersedes Notice  
PIH-2006-11 (HA)

---

Subject: Guidance on Integrated Pest Management

1. **PURPOSE:** The purpose of this Notice is to inform public housing agencies (PHAs) and Tribally Designated Housing Entities (TDHEs) to reference materials on Integrated Pest Management (IPM) located in Maintenance Guidebook Seven: Termite, Insect and Rodent Control and reference material located at paragraph 7 of this notice. PHAs and TDHEs (HAs) may choose to share this information with families and property owners participating in their programs.
2. **APPLICABILITY:** The information in this Notice may be of interest to HAs, property owners, property managers, and family program participants when they review their pest control efforts. The decision to reflect IPM processes in their ongoing pest control efforts rests solely on local management. The use of this material is voluntary for the HAs; however, HUD promotes the use of IPM for pest control.
3. **BACKGROUND:** The goal of IPM (per the Environmental Protection Agency) is to manage pest damage by the most economical means, and with the least possible hazard to people, property, and the environment. To undertake IPM, property managers should be committed to ongoing or continuous monitoring and record keeping, education of residents and staff, and good communication between residents and building managers. IPM methods involve restricted access to food/water, sanitation and waste management, mechanical control, natural control agents, physical barriers, structural maintenance, and, where necessary, conservative application of pesticides.

HUD has supported IPM for more than two decades and published and distributed Maintenance Guidebook Seven: Termite, Insect, and Rodent Control, to all PHAs in 1995. Some HAs use the IPM approach to pest management and have seen it dramatically reduce both pest populations and pesticide use. IPM programs have also positively engaged residents through the outreach and education needed to prepare them for their role in implementing IPM.

4. DEFINITION: IPM efforts involve HA staff, contractors, and residents, and include:

- a. Communicating the HA's IPM policies and procedures to all building occupants, administrative staff, maintenance personnel, and contractors.
- b. Identifying (1) pests and (2) environmental conditions that limit the spread of pests, including the presence of pests' natural enemies.
- c. Establishing an ongoing monitoring and record keeping system for regular sampling and assessment of pests, surveillance techniques, and remedial actions taken, including establishing the assessment criteria for program effectiveness.
- d. Determining, with involvement of residents, the pest population levels – by species – that will be tolerated, and setting action thresholds at which pest populations warrant action.
- e. Improving sanitation, waste management, mechanical pest management methods, and/or natural control agents that have been carefully selected as appropriate in light of allergies or cultural preferences of staff or residents.
- f. Monitoring and maintaining structures and grounds (e.g., sealing cracks, eliminating moisture intrusion/accumulation) and adding physical barriers to pest entry and movement.
- g. Developing an outreach/educational program and ensuring that leases reflect residents' responsibilities for: (1) proper housekeeping, (2) reporting presence of pests, leaks, and mold, and (3) cooperating with specific IPM requirements such as obtaining permission of HA management before purchasing or applying any pesticides.
- h. Enforcing lease provisions regarding resident responsibilities such as housekeeping, sanitation, and trash removal and storage.
- i. Using pesticides only when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment, and, as appropriate, notifying PHA management before application.
- j. Providing and posting 'Pesticide Use Notification' signs or other warnings.

5. HEALTH AND COST CONCERNS: Pests may adversely impact health and contribute to worsening some diseases, such as allergies and asthma. Therefore, pest control methods are targeted to protecting the health of residents and staff. Even though applying pesticides may be effective in eliminating pest populations, many of these chemicals may be associated with health and/or environmental risks, and their use should be minimized if alternative methods exist. IPM frequently has proven to be more effective in reducing pest populations than depending solely on broadcasting pesticides. Therefore, IPM offers the potential of ensuring efficacy of pest elimination while protecting the health of residents and staff.

Most of the effective methods of pest elimination, including ongoing repairs, erection of barriers, and monitoring, will extend the useful life of the property and, thereby, generate significant savings that offset costs of the pest control operations. Many of these non- application methods, including structural maintenance, especially inspecting for and repairing leaking pipes and cracks in roofs, walls, and windows are effective in preventing moisture intrusion and accumulation. Additionally, IPM-conscious HAs assess the need to install physical barriers to both pest entry and pest movement within every structure.

6. **IMPLEMENTATION:** The choice of pest control strategies is the decision of HAs' property owners and managers. HAs may choose to implement IPM. This may be done to the extent, and in the manner, they determine best, at their discretion. If a HA uses an outside contractor for pest control, the HA's pest control/IPM policies and procedures should be incorporated into the specifications or statement of work for the pest management contract. The HA may also consider training for maintenance staff and education for residents as well as for HA administrative staff who oversee housing developments or administer occupancy and rental duties such as unit housekeeping inspections. If the HA uses its own maintenance staff for pest management, proper training in the HA's IPM procedures is essential. The contract administrator for any pest management contract should also be trained. Successful results rely upon proper implementation; training is therefore of the utmost importance. Not only must maintenance staff be trained, but also residents and their elected leaders. Successful IPM requires resident participation through proper housekeeping, reporting of pest infestations, and trash removal. Residents can monitor pest populations and assist in identifying how to eliminate access to food and water for pests. HUD encourages HAs to partner with local pest management organizations.
7. **REFERENCE MATERIALS FOR IMPLEMENTING IPM:**
- a. PIH Maintenance Guidebook Seven – Termite, Insect & Rodent Control (September, 1995): [http://hudclips.org/sub\\_nonhud/cgi/pdfforms/HUDGB7.pdf](http://hudclips.org/sub_nonhud/cgi/pdfforms/HUDGB7.pdf)
  - b. PIH Notice 95-66: [http://www.hudclips.org/sub\\_nonhud/cgi/pdfforms/HUDGB1N.pdf](http://www.hudclips.org/sub_nonhud/cgi/pdfforms/HUDGB1N.pdf)
  - c. General Services Administration
    - i. GSA Guidelines For Structural Pest Control Operations:  
[http://schoolipm.ifas.ufl.edu/doc/bus\\_prac.html](http://schoolipm.ifas.ufl.edu/doc/bus_prac.html)
    - ii. Integrated Pest Management Program - Contract Guide Specification (1999)  
<http://schoolipm.ifas.ufl.edu/doc/contract.pdf>
  - d. U.S. Environmental Protection Agency
    - i. General IPM information (for schools, but generally applicable to such other large buildings as multifamily housing): <http://www.epa.gov/pesticides/ipm>
    - ii. EPA staff contacts: <http://www.epa.gov/pesticides/about/contacts.htm#ipm>
    - iii. List of EPA IPM publications and instructions for ordering documents  
<http://www.epa.gov/oppfead1/Publications/catalog/subpage3.htm>
  - e. U.S. Department of Defense - Armed Forces Pest Management Board Technical Guide No. 29 Integrated Pest Management (IPM) In And Around Buildings  
<http://www.afpmb.org/pubs/tims/tg29/tg29.htm>
  - f. Massachusetts Department Of Food And Agriculture Pesticide Bureau - Integrated Pest Management Kit For Building Managers:  
<http://www.pestinfo.ca/documents/IPMkitforbuildingmanagers.pdf>
  - g. Alliance for Healthy Homes [http://www.afhh.org/dah/dah\\_pesticides.htm](http://www.afhh.org/dah/dah_pesticides.htm)
  - h. Canada
    - i. University of Toronto, Integrated Pest Management in Housing,  
<http://www.utoronto.ca/forest/termite/IPMH.html>
  - i. IPM Institute of North America - IPM Standards for Schools:
    - i. <http://www.ipminstitute.org/school.htm>
    - ii. [http://www.ipminstitute.org/IPM\\_Star/ipmstar\\_profiles\\_monroe\\_county\\_in.htm](http://www.ipminstitute.org/IPM_Star/ipmstar_profiles_monroe_county_in.htm)
  - j. PHA RESOURCE
    - ii. HUD-funded "Healthy Public Housing Project" conducted by Harvard School of Public Health in Boston public housing <http://www.hsph.harvard.edu/hphi>

k. PHA Case Studies

iii. CUYAHOGA HOUSING AUTHORITY:

[http://www.ehw.org/Asthma/ASTH\\_EPA\\_IPM\\_CaseStudy.pdf](http://www.ehw.org/Asthma/ASTH_EPA_IPM_CaseStudy.pdf)

iv. Boston Housing Authority:

<http://www.asthmaregionalcouncil.org/about/documents/IPMinMultifamilyHousing7.25.06.doc>

The above list of IPM practices does not constitute a HUD endorsement of any specific practice, but provides IPM ideas and practices that have reportedly been used to improve pest management while reducing unnecessary dependence on pesticides. HUD encourages PHAs/TDHEs to share their policies, procedures, resident leases, and written case studies so that these may be published on the HUD web for others to read.

For further information about this Notice, contact the nearest HUD Office of Public Housing within your state. Tribes and TDHE's should contact the nearest HUD Office of Native American Programs. Locations of these offices are available on HUD's website at <http://www.hud.gov>

/s/

---

Orlando J. Cabrera, Assistant Secretary for  
Public and Indian Housing

**Exhibit 2**  
**IPM Pest Control Services Provided By Contractor**

HUD IPM Program Elements	Contractor Must Provide the Following Services
<b>1. Communicate Policies</b> Communicate Integrated Pest Management (IPM) policies and procedures to: <ul style="list-style-type: none"> <li>• All building occupants;</li> <li>• Administrative staff;</li> <li>• Maintenance personnel; and</li> <li>• Contractors.</li> </ul>	Contactor shall: <ol style="list-style-type: none"> <li>Provide technical assistance ongoing effort to improve its policies and procedures; and</li> <li>Reinforce efforts to communicate Integrated Pest Management (IPM) policies and procedures to as the opportunity arises.</li> </ol>
<b>2. Identify Problems</b> Identify <ul style="list-style-type: none"> <li>• Pests; and</li> <li>• Environmental conditions that limit the spread of pests.</li> </ul>	Contractor shall identify pests and environmental conditions that limit the spread of pests.
<b>3. Monitor and Track</b> Establish an ongoing monitoring and record keeping system for: <ol style="list-style-type: none"> <li>Regular sampling and assessment of pests;</li> <li>Surveillance techniques;</li> <li>Remedial actions taken; and</li> <li>Assessment of program effectiveness.</li> </ol>	Contractor shall: <ol style="list-style-type: none"> <li>Establish an ongoing monitoring and record keeping;</li> <li>Obtain signature of building manager on tracking results; and</li> <li>Submit results in electronic format.</li> </ol>
<b>4. Set Thresholds for Action</b> Determine, with involvement of residents: <ul style="list-style-type: none"> <li>• Pest population levels – by species – that will be tolerated; and</li> <li>• Thresholds at which pest populations warrant action.</li> </ul>	<p>Property manager has determined that it will not tolerate cockroaches and rodents on its properties due to the health threats posed by these pests and the disruption to the resident comfort. It will not tolerate bedbugs either.</p> <p>The Contractor shall provide technical assistance in setting thresholds for other pests.</p>
<b>5. Improve Non-Pesticide Methods</b> Improve: <ul style="list-style-type: none"> <li>• Mechanical pest management methods;</li> <li>• Sanitation;</li> <li>• Waste management; and</li> <li>• Natural control agents.</li> </ul> that have been carefully selected as appropriate in light of allergies or cultural preferences of staff or residents.	Contractor shall: <ol style="list-style-type: none"> <li>Identify methods to improve non-pesticide methods; and</li> <li>Assess the effectiveness of these methods;</li> <li>Make recommendations to improve the methods based on the assessment.</li> </ol>

<b>HUD IPM Program Elements</b>	<b>Contractor Must Provide the Following Services</b>
<b>6. Prevent Pest Entry and Movement</b> <ul style="list-style-type: none"> <li>• Monitor and maintain structures and grounds including: <ul style="list-style-type: none"> <li>○ Sealing cracks;</li> <li>○ Eliminating moisture intrusion and accumulation.</li> </ul> </li> <li>• Add physical barriers to pest entry and movement.</li> </ul>	Contractor shall report any problems with this effort and provide technical assistance as needed.
<b>7. Educate Residents and Update Leases</b> <ul style="list-style-type: none"> <li>• Develop an outreach/educational program.</li> <li>• Ensure that leases reflect residents' responsibilities for: <ul style="list-style-type: none"> <li>○ Proper housekeeping</li> <li>○ Reporting presence of pests, leaks, and mold.</li> </ul> </li> </ul>	Contractor shall provide residents with education materials on IPM and specific pests.
<b>8. Enforce Lease</b> Enforce lease provisions regarding resident responsibilities such as: <ul style="list-style-type: none"> <li>• Housekeeping</li> <li>• Sanitation</li> <li>• Trash removal and storage.</li> </ul>	Contractor shall identify residents who are not complying with the lease provisions regarding housekeeping, sanitation, trash removal, and trash storage.
<b>9. Use Pesticides Only When Necessary</b> Use pesticides only when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment, and, as appropriate, notifying PHA management before application.	Contractor shall: <ul style="list-style-type: none"> <li>• Use pesticides only when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment, and, as appropriate, notifying property management before application.</li> <li>• Provide copy of pesticide label to property manager.</li> </ul>
<b>10. Post Signs</b> Provide and post 'Pesticide Use Notification' signs or other warnings.	Contractor shall provide and post 'Pesticide Use Notification' signs or other warnings in coordination with building management.

### **Exhibit 3**

## **IPM Pest Control Service Guidelines – Practices and Procedures**

*The Guidelines are based on the requirements for federal properties. See [www.gsa.gov/ipm](http://www.gsa.gov/ipm) for details, especially GSA's "Integrated Pest Management Program Contract Guide Specifications."*

#### **USE OF PESTICIDES**

The Contractor shall adhere to the following rules for pesticide use:

- A. **Approved Products**: The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the Contract Manager.
- B. **Pesticide Storage**: The Contractor shall not store any pesticide product in the buildings specified in this contract.
- C. **Application by Need**: Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area. Requests for preventive pesticide treatments in areas where surveillance indicates a potential insect or rodent infestation will be evaluated by the Contract Manager on a case-by-case basis. Written approval must be granted by the Contract Manager prior to any preventive pesticide application.
- D. **Minimization of Risk**: When pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

#### **INSECT CONTROL**

- A. **Emphasis on Non-Pesticide Methods**: The Contractor shall use non-pesticide methods of control wherever possible. For example:
  - 1. Portable vacuums rather than pesticide sprays shall be the standard method for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs.
  - 2. Trapping devices rather than pesticide sprays shall be the standard method for indoor fly control.
- B. **Application of Insecticides to Cracks and Crevices**: As a general rule, 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.
- C. **Application of Insecticides to Exposed Surfaces or as Space Sprays**: Application of insecticides to exposed surfaces or as space sprays ("fogging") shall be restricted to exceptional circumstances where no alternative measures are practical. The Contractor shall obtain approval of the Contract Manager prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while tenant personnel are present. The Contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.
- D. **Insecticide Bait Formulations**: 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.



- E. Monitoring: Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

#### RODENT CONTROL

- A. Indoor Trapping: As a general rule, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the Contract Manager. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.
- B. Use of Rodenticides: In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval of the Contract Manager prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.
- C. Use of Bait Boxes: All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:
1. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
  2. The lids of all bait boxes shall be securely locked or fastened shut.
  3. All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
  4. Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.

All bait boxes shall be labeled on the inside with the Contractor's business name and address, and dated by the Contractor's technician at the time of installation and each

**Place HUD 5369-C**

**Here**

**Place NON-COLLISIVE AFFIDAVIT HERE**

# NILES HOUSING COMMISSION

## SECTION 3 COMPLIANCE PLAN CONTRACTOR'S ACKNOWLEDGMENT AND AGREEMENT

Name of Company: \_\_\_\_\_

---

---

---

---

---

Solicitation or File No. \_\_\_\_\_

---

---

---

---

---

Description of Services or Work: \_\_\_\_\_

---

---

---

---

---

Please indicate your firms proposed methodology for compliance with Section 3; you may select one or more methods of compliance.

1. ☐ Meeting the numerical goals set forth in this section for providing training or employment opportunities to residents of public housing or other low income persons (Section 3 residents);
2. ☐ Subcontracting work for the covered contract to a Section 3 Certified Business Concern(s);
3. ☐ Provide other economic opportunities to low income persons;
4. ☐ Contributing to Niles Housing Commission's Educational and Training Fund; or
5. ☐ Becoming a Section 3 Certified Business Concern

**THIS IS A REQUIRED DOCUMENT FOR ALL NILES HOUSING  
COMMISSION (FUNDED) PROCUREMENTS EXCEPT CONTRACTS FOR  
SUPPLIES AND MATERIALS.**

# NILES HOUSING COMMISSION

## SECTION 3 COMPLIANCE PLAN CONTRACTOR'S ACKNOWLEDGMENT AND AGREEMENT

Name of Company: \_\_\_\_\_

---

---

---

---

---

Solicitation or File No. \_\_\_\_\_

---

---

---

---

---

Description of Services or Work: \_\_\_\_\_

---

---

---

---

---

Please indicate your firms proposed methodology for compliance with Section 3; you may select one or more methods of compliance.

1. ☐ Meeting the numerical goals set forth in this section for providing training or employment opportunities to residents of public housing or other low income persons (Section 3 residents);
2. ☐ Subcontracting work for the covered contract to a Section 3 Certified Business Concern(s);
3. ☐ Provide other economic opportunities to low income persons;
4. ☐ Contributing to Niles Housing Commission's Educational and Training Fund; or
5. ☐ Becoming a Section 3 Certified Business Concern

**THIS IS A REQUIRED DOCUMENT FOR ALL NILES HOUSING  
COMMISSION (FUNDED) PROCUREMENTS EXCEPT CONTRACTS FOR  
SUPPLIES AND MATERIALS.**

**NILES HOUSING COMMISSION**  
**ECONOMIC OPPORTUNITIES FOR LOW AND**  
**VERY LOW-INCOME PERSONS**  
**SECTION 3 CLAUSE/REQUIREMENTS**

**I. OVERVIEW**

As an entity that receives funding from HUD, NILES HOUSING COMMISSION is obligated to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) as implemented through 24 CFR Part 135. The purpose of Section 3 is to ensure employment and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to Low and Very-Low Income Persons, particularly those who are recipients of HUD housing assistance. The complete NILES HOUSING COMMISSION Section 3 Policy may be obtained by contacting the NILES HOUSING COMMISSION at 251 Cass Street, Niles, MI, 269-683-2783.

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

**II. MANDATORY SECTION 3 CLAUSE FOR ALL CONTRACTS**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

### **III. IMPLEMENTATION PLAN FOR COMPLIANCE WITH SECTION 3 REQUIREMENTS**

Contractors shall demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by selecting one of the following (please check the selected method):

- \_\_\_\_\_ Meeting the numerical goals set forth in this section for providing training or employment opportunities to residents of public housing or other low income persons (Section 3 residents);
- \_\_\_\_\_ Subcontracting work for the covered contract to a Section 3 Certified Business Concern(s);
- \_\_\_\_\_ Provide other economic opportunities to low income persons;
- \_\_\_\_\_ Contributing to NILES HOUSING COMMISSION' Educational and Training Fund; or
- \_\_\_\_\_ Becoming a Section 3 Certified Business Concern

Each proposal must provide an implementation plan in narrative form that identifies the

chosen method of compliance and the supporting evidence for that compliance method as outlined below.

#### **A. The Hiring and Training Method of Compliance**

Every contractor and subcontractor, in order to comply with Section 3, must commit, in writing, to the following:

1. When additional personnel are needed to complete the contract work, 30% of all new hires will be Section 3 residents. If the contractor hires only one employee, that employee will be a Section 3 resident.
2. Order of preference for Section 3 hires are as follows:
  - a. Residents of the housing development(s) for which the Sections 3 covered assistance is expended (category 1 residents);
  - b. Residents of other housing developments managed by NILES HOUSING COMMISSION (category 2 residents);
  - c. Participants in HUD Youthbuild programs being carried out in the Detroit metropolitan area;
  - d. Other Section 3 residents.
3. The contractor shall maintain all records, reports and other documents to demonstrate compliance with the Section 3 requirements.
4. Implementation of Section 3 by the contractor may be accomplished using the following examples. The examples provided are not all inclusive. Additional examples of efforts to offer training and employment opportunities to Section 3 Residents may be found in the Appendix to 24 CFR part 135 Appendix 1.
  - a. Advertising any training and employment positions by distributing flyers which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons reside,
  - b. Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the contractor's training and employment positions.
  - c. Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the contractor's training and employment positions.
  - d. Advertising the positions to be filled through the local media, such as community televised networks, newspapers or general circulation,



and radio advertising.

If this compliance method is chosen, offeror **must** provide its Section 3 Hiring and Training Implementation Plan and supporting documentation demonstrating compliance with the Section 3 requirements

## **B. The Subcontracting Method of Compliance**

A Contractor for building trades work for maintenance, repair, modernization or development or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction will subcontract at least 10% of the dollar value of the contract to Section 3 Business Concerns. A Contractor may satisfy this goal through contracts awarded by its Subcontractors.

A Contractor for other types of work will subcontract at least 3% of the dollar value of the contract to Section 3 Business Concerns. A Contractor may satisfy this goal through contracts awarded by its Subcontractors

If this compliance method is chosen, each offeror **must** provide its Section 3 Subcontracting Implementation Plan and supporting documentation demonstrating compliance with the Section 3 requirements.

## **C. The Other Economic Opportunities Method of Compliance**

Contractors and Subcontractors will undertake efforts to provide economic opportunities other than training, employment and contract awards to Section 3 residents

Other economic opportunities to train and employ Section 3 residents include, but need not be limited to, use of "upward mobility", "bridge", and hiring Section 3 residents in part-time positions.

A Contractor or Subcontractor may provide economic opportunities to establish, stabilize or expand Section 3 Business Concerns, including micro--enterprises. Such opportunities may include, but are not limited to, the formation of Section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, or purchase of supplies and materials from Category 1, 2 or 4 Section 3 Certified Business Concerns. Contractors and Subcontractors may utilize these methods directly or may provide financial incentives to non-Section 3 business concerns to provide economic opportunities to Section 3 residents.

If this compliance method is chosen, each offeror **must** provide its Section 3 "Other Economic Opportunities" Implementation Plan and supporting documentation demonstrating compliance with the Section 3 requirements.

#### **D. The Education/Training Fund Method of Compliance**

A Contractor may satisfy its Section 3 goal by contributing an amount equivalent to 2% of the dollar value of the contract to a NILES HOUSING COMMISSION approved education and/or training fund that provides assistance to Section 3 residents.

If this compliance method is chosen, each offeror must provide its Education/Training Fund contribution commitment statement demonstrating compliance with the Section 3 requirements.

#### **E. The Section 3 Certified Business Concern Method of Compliance**

Contractors and Subcontractors may demonstrate compliance by becoming a certified Section 3 Business Concern. Section 3 Business concerns are defined as follows:

1. Category 1 Businesses -- Section 3 Business Concerns that are 51% or more owned by residents of the NILES HOUSING COMMISSION housing development(s) for which the contract is expended or whose full-time, permanent workforce includes 30% or these persons as employees.
2. Category 2 Businesses - Section 3 Business Concerns that are 51 % or more owned by residents of other NILES HOUSING COMMISSION housing developments or housing developments managed by NILES HOUSING COMMISSION or whose full-time, permanent workforce includes 30% of these persons as employees.
3. Category 3 Businesses - HUD Youthbuild programs being carried out in the Detroit metropolitan area in which the contract is expended.
4. Category 4 Businesses Section 3 Business Concerns that are 51 % or more owned by Section 3 residents or whose full-time, permanent workforce includes no less than 30% Section 3 residents or that subcontract in excess of 25% of the total amount of subcontracts to Category 1 or Category 2 business concerns.

If this compliance method is chosen, a Contractor or Subcontractor seeking to become a Section 3 Certified Business concern shall submit such evidence, as may be reasonably required by NILES HOUSING COMMISSION that the Contractor or Subcontractor qualifies as a Section 3 Business Concern in one of the 4 categories outlined above. Such evidence may include, but is not limited to, a NILES HOUSING COMMISSION lease agreement; an affidavit certifying that 30% of the subject Contractor or Subcontractors employees are low-income as defined by federal guidelines; a list of employees and the household income of each

employee, etc.

Also, a Section 3 Business Concern seeking a contract or subcontract shall submit such evidence, as may be reasonably required, sufficient to demonstrate to NILES HOUSING COMMISSION that the Section 3 Business Concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

#### **IV. Section 3 Bid Preference**

In determining the lowest bid, the following criteria will be used in accordance with Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 U (Section 3):

Preference in the award of Section 3 covered contracts\* that are awarded under a sealed bid process will be provided as follows:

Bids shall be solicited from all businesses (Section 3 business concerns, and Non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid, if that bid:

##### **When the Lowest Responsive Bid Is:**

Less than \$100,000  
At least \$100,000, but less than \$200,000  
At least \$200,000, but less than \$300,000  
At least \$300,000, but less than \$400,000  
At least \$400,000, but less than \$500,000  
At least \$500,000, but less than \$1 million  
At least \$1 million, but less than \$2 million  
At least \$2 million, but less than \$4 million  
At least \$4 million, but less than \$7 million  
At least \$7 million or more

##### **X-lesser of:**

10% of that bid or \$9,000  
9% of that bid, or \$16,000  
8% of that bid, or \$21,000  
7% of that bid, or \$24,000  
6% of that bid, or \$25,000  
5% of that bid, or \$40,000  
4% of that bid, or \$60,000  
3% of that bid, or \$80,000  
2% of that bid, or \$105,000  
1-1/2% of the lowest responsive bid, with no dollar limit.

If the NILES HOUSING COMMISSION elects to award the Contract, the NILES HOUSING COMMISSION will make the award to the Bidder who submitted the lowest responsive Bid (including the Section 3 Preference) conforming in all material respects with the requirements stated above.