



**REQUEST FOR PROPOSAL**

**PC921**

**PEST CONTROL SERVICES**

Housing Authority of the County of San Bernardino  
715 E. Brier Drive  
San Bernardino, CA 92408  
August 17, 2017



## **I. INTRODUCTION**

The Housing Authority of the County of San Bernardino (HACSB) is one of the nation's most progressive and proactive housing authorities and the largest provider of affordable housing in the County. HACSB owns 2,514 affordable housing units located throughout the County of San Bernardino. We proudly serve in excess of 30,000 people, most of whom are seniors, disabled individuals, and children.

In 2008, the agency embarked on an agency wide strategic planning process with the following objectives: help clients achieve economic independence, ensure freedom of housing choice, and save tax payer dollars through efficient work. This has allowed us to enhance our work around our mission and service philosophy. Ultimately, our Mission of empowering all individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County is our top priority.

As we see the demand for affordable housing increase, the limited affordable housing supply we currently have available is not enough to house the thousands of families in need. As a developer of sustainable affordable and market rate housing, over the years we have expanded our housing stock in an attempt to meet the county's growing needs. Working diligently to acquire, build, and renovate properties, we incorporate the concept of mixed income communities, build utilizing green technology, and provide recreational and educational facilities for everyone's use.

Additionally, we are here as a stepping stone for families who need help building a foundation for a brighter future. Therefore, aside from providing housing, we assist our customers with ways of becoming economically independent. In collaboration with our partners, we provide: family/individual case management and counseling; career training and job placement; program integrity; homeownership assistance; college scholarships, to name a few.

We value our vendors and contractors as partners in our mission to empower all individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County.

## **II. PURPOSE**

The purpose of this Request for Proposals is to solicit responses from qualified companies to furnish pest control services to the HACSB as identified in the "Scope of Work" of this request.

### **Contact Information**

This RFP is being issued, as will any addenda by the HACSB. The contact person for the HACSB is:

Claudia Nunez, Procurement Department  
715 E. Brier Drive  
San Bernardino, CA 92408-2841  
(909) 890-0644  
[procurement@hacsb.com](mailto:procurement@hacsb.com)

E-mail may be used to submit questions only. Proposals will not be accepted by E-mail. One (1) original un-bound proposal must be submitted with original signatures to the Contact person noted above.

### III. **Contract Term**

The Contract period will be for a two (2) year period beginning approximately October 2017 through September 2019 with option to extend one (1) year until September 2020.

### IV. **Proposal Timeline**

Release of RFP	August 17, 2017
Question Due	September 5, 2017 @ 2PM
Answers to Questions	September 6, 2017
Proposals Due	September 13, 2017 @ 2PM
Evaluation Process	September 2017
Award of Contract	October 2017

HACSB may insert elective choices such as site visit, oral interviews, presentations, demonstrations, shortlist, best and final offers, etc.

Questions regarding the contents of this RFP must be submitted in writing on or before time and date and directed to the RFP Contact listed in Section II, Paragraph A - Purpose. All questions submitted will be answered and posted on HACSB's website.

### V. **PROPOSAL CONDITIONS**

#### **A. Authorized Signatures**

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

#### **B. Term of Offer**

Proposals shall remain open, valid and subject to acceptance anytime within nine (9) months after the proposal opening.

#### **C. Required Review**

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the RFP contact at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of proposals upon which award could not be made. Protests based on any omission or error, in the content of this RFP, may be disallowed if not brought to the written attention of the RFP Contact in Section II, Paragraph A – Purpose, at least five days before the Deadline for Proposals.

#### **D. Incurred Costs**

HACSB is not obligated to pay any costs incurred by Proposer in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing a proposal are the Proposer's responsibility.

#### **E. Amendments/Addenda to RFP**

HACSB reserves the right to issue addenda or amendments to this RFP if HACSB considers that changes are necessary or additional information is needed.

Changes to a proposal or withdrawal of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline.

## **F. Best Value Evaluation**

As established in this solicitation, HACSB realizes that criteria other than price are important and will award contract(s) based on the proposal that best meets the needs of HACSB. The optimal combination of quality, price, and various qualitative elements of required services will provide HACSB the greatest or best value for its money.

## **G. Right of Rejection**

Offers must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. HACSB may reject as non-responsive any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Proposers may not qualify the proposal nor restrict the rights of HACSB. If Proposer does so, the proposal may be determined to be a non-responsive counter-offer and the proposal may be rejected.

No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by HACSB to be immaterial or inconsequential, HACSB may choose to accept the proposal.

Minor informalities may be waived by the Deputy Executive Director when they:

- Do not effect responsiveness;
- Are merely a matter of form or format;
- Do not change the relative standing or otherwise prejudice other offers;
- Do not change the meaning or scope of the RFP;
- Are trivial, negligible, or immaterial in nature;
- Do not reflect a material change in the work; or
- Do not constitute a substantial reservation against a requirement or provision;

In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or HACSB may elect to waive the deficiency and accept the proposal.

This RFP does not commit HACSB to award a contract. HACSB reserves the right to reject any or all proposals if it is in the best interest of HACSB to do so. HACSB also reserves the right to terminate this RFP process at any time.

## **H. Clarification of Offers**

In order to determine if a proposal is reasonably acceptable for award, communications by the Facilitator for the Evaluation Panel are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Facilitator may be adjusted as a result of a clarification under this section.

## **I. Public Records Act**

All information submitted in the Proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act (California Government Code section 6250, et seq.). Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposers should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

### **NOTICE**

The data on pages \_\_\_\_\_ of this Proposal response, identified by an asterisk (\*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand

that disclosure will be limited to the extent that the HACSB determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

HACSB assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the HACSB a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the HACSB in making its determination as to whether or not disclosure is proper under federal, state or local law. The HACSB will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

#### **J. Disclosure of Criminal and Civil Proceedings**

HACSB reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. HACSB also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to HACSB. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

#### **K. Debarment and Suspension**

Proposer certifies (using Exhibit D) that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

Further, Proposer affirms that it has no record of unsatisfactory performance with HACSB in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

**L. Board and Staff Communications**

Under no circumstances may any member of the HACSB or any staff member other than the contact specified in Section II – Paragraph A, be contacted during this RFP process, by any entity intending to submit a response to this RFP. Failure to comply with this request will result in disqualification.

**M. Final Authority to Award**

The final authority to award contracts as a result of this RFP rests solely with HACSB Board of Commissioners as delegated by the Board of Governors or based on award amount, by the Board of Governors.

**VI. SCOPE OF WORK**

**PART 1 GENERAL**

It is the intent of this RFP is to establish a term contract, with a vendor or multiple vendors for the Housing Authority of the County of San Bernardino (HACSB) for labor, materials and equipment necessary to provide pest control services on an “as needed” basis. HACSB owns and manages multiple affordable housing units in a variety of configurations, throughout the County.

All work is to be performed according to the State of California Department of Pesticide Regulation-Structural Pest Control Act and industry standards, according to the material manufacturers’ recommendations and to the satisfaction of HACSB. The Contractor will perform pest control services for buildings owned by HACSB and located throughout San Bernardino County as requested by the Property Manager or their designee. The HACSB offers no guarantee of any amount of work to be performed under the Contract.

***The repeated failure of any Contractor to provide service when contacted shall result in that Contractor's contract being canceled for nonperformance. The HACSB shall document failure to respond, and the Contractor may not be permitted to participate in future contracts for these services.***

**1.01 SERVICE AREA LOCATIONS**

<b><u>Service /Area Offices:</u></b>	<b><u>Service /Area Offices:</u></b>
<b>Chino</b> Chino Affordable Housing Community 13088 Monte Vista Avenue Chino, CA 91710	<b>Maplewood Homes-San Bernardino</b> 1738 West 9 <sup>th</sup> St. San Bernardino, CA 92411
<b>Redlands, Highland</b> Redlands Affordable Housing Community 803 W. Brockton Redlands, CA 92374	<b>Colton – Mt. Vernon</b> 772 Pine St Colton, CA 92324
<b>Barstow</b> Barstow Affordable Housing Community 421 South 7 <sup>th</sup> St. Barstow, CA 92311	<b>Ontario HCV Office</b> 424 North Lemon Ave. Ontario, CA 91764
<b>Victorville HCV Office</b> 15465 Seneca Rd. Victorville, CA 92392	<b>Andalusia</b> 13520 Third Ave Victorville, CA 92392
<b>Housing Programs Office</b> 672 South Waterman Ave. San Bernardino, CA 92408	<b>Central/Administration</b> 715 E Brier Dr. San Bernardino, CA

<b>Canyon Villas</b> 2265 Cahuilla St Colton, CA 92324	<b>Kingsley Patio</b> 10302 Poulson Ct. Montclair, CA 91763
<b>Las Palmas</b> 8980 Date St. Fontana, CA 92331	<b>Yucaipa Terrace</b> 12435 6 <sup>th</sup> St. Yucaipa, CA 92399
<b>Yucaipa Crest</b> 12385 6 <sup>th</sup> St. Yucaipa, CA 92399	<b>Mentone</b> 1232 Crafton Ave Mentone, CA 92359
<b>CDI Department</b> 680 S. Waterman Ave. San Bernardino, CA 92408	<b>Los Olivos</b> 1200 North Campus Ave Upland, CA 91786

Contractors may submit proposals for all or some of the service areas. Successful Contractor(s) awarded for a service area will be required to provide their services to all locations within the geographic service area. It is the intent of the HACSB to award multiple contracts for the Agency and/or individual service areas.

**1.02 GENERAL REQUIREMENTS**

**Services to be provided by the Contractor may include any or all of the following items:**

- A. The Contractor shall furnish all labor, equipment, tools, parts, materials, and supplies required to provide pest control preventative service and as-needed fumigation services as required. Contractor shall list all locations which Contractor will not provide services for. The services shall additionally include, but not be limited to:
  - Expediting services
  - Regular service calls
  - Emergency service calls
- B. All services provided by the Contractor shall comply with and conform to all applicable Federal, State, and local regulations, laws and codes.

**1.03 REGULAR AND EMERGENCY SERVICE CALLS**

- A. Service requests made to Contractor prior to 12:30 P.M. shall be responded to within one (1) business day after the HACSB notification to Contractor.
- B. Work which exceeds one hundred dollars (\$100), the Contractor shall furnish to the HACSB a report, which shall include a scope of work, bill of materials, fixed price, and time required for completion, and request verbal or written authorization from the HACSB.

**1.04 WARRANTY/GUARANTEEE**

All work provided by any Contractor pursuant to any contract that ensues from this RFP shall be warranted or guaranteed by Contractor for a period of time of not less than 60 days for Pest Control and 2 years for Termite Control.

**1.05 WAGE RATE**

Contractor shall pay its employees that perform such work as stated within this RFP at a rate not less than the HUD-Determined Wage Rate of \$19.52/hr plus \$8.00/hr in fringe benefits.

**1.06 CONTRACTOR EMPLOYEES**

The Contractor shall ensure that personnel are knowledgeable of all the requirements of these specifications. The Contractor shall be responsible for instructing his/her employees in safety measures considered appropriate. CAL-OSHA safety requirements shall be complied within all activities under this award.

### **1.07 SITE CONTROL**

The Contractor is solely responsible for damage to surrounding surfaces, facilities, vegetation, vehicles, or persons caused by its materials, equipment, workers, or agents. The Contractor shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of this project. No materials or equipment shall be left on the site when the pest control vendor's(s) workers are not present. The Contractor is responsible for protecting the work from damage from any source prior to final acceptance.

### **1.08 WORK SCHEDULE**

- A. The Contractor shall perform work when needed and requested, including day and night hours as well as weekends and holidays.
- B. The Contractor shall be required to visit the potential job site and submit a written quotation prior to the authorization of work, at no additional charge to the HACSB. The quotation shall be provided within" three (3) business days" of the original request, and shall include a detailed summary in accordance with the contract rates. If the quotation is accepted and the work performed, the invoice shall not exceed the quoted amount.

### **1.09 CLEAN UP**

- A. At the completion of work, remove all materials, supplies, debris and rubbish and leave each area in a clean, acceptable condition.

## **PART 2—CONTRACT PROVISIONS**

### **2.01 MINIMUM PROPOSER REQUIREMENTS**

- A. The Contractor shall be a full-time, commercial pest control contractor. Contractors not meeting this requirement will not be considered. The HACSB does not consider general contractors as meeting this requirement.
- B. The Contractor shall possess and maintain a valid State of California Operator's License in the appropriate branch of the California Structural Pest Control Act, and all employees that will be performing any pest or rodent control shall possess and maintain a valid Field Representative and or Applicator License. Copy of license for each shall be furnished with your RFP submission.
- C. The Contractor shall provide evidence of his/her existence in the pest control business for a minimum of five (5) years.
- D. The Contractor shall provide at least five (5) references for which work has been completed in the past 12 months; of which at least two (2) of the references shall be for work completed at multifamily housing sites; and the remaining references, for work completed at commercial facilities and/or municipalities.

### **2.02 CONTRACT PRICING**

1. Cost shall include all materials, equipment and labor for standard application.
2. Contractor shall provide rates by unit size and/or building. Overtime work shall be performed only upon the HACSB's request. The Contractor will be compensated at a rate of 1.5 times the quoted hourly rate; this rate will also apply to work performed on holidays.
3. Supplies and materials utilized by the Contractor shall be provided to the HACSB at the manufacturer's suggested retail price, less discount.
4. The following shall apply to all hourly rate pricing:
  - 4.01 Regular time is defined as the HACSB's normal business hours, 7:30 a.m. to 4:30 p.m., Monday through Friday.
  - 4.02 Overtime work shall be performed only upon the HACSB's request by the Property Manager or their designee.

- Holiday work shall be performed only upon the HACSB's request. Holidays that qualify for holiday rate billing are as follows:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Christmas Day	

- All hourly rates quoted "must include" overhead, profit, travel and all administrative costs. Trip charges are not permitted under this contract.
- The Contractor may be required to have the hours worked certified by HACSB personnel at the job site.

### **2.03 WORK AUTHORIZATION**

The Contractor shall be required to visit the potential job site and submit a written quotation prior to the authorization of work, at no additional charge to the HACSB. The quotation shall be provided within" three (3) business days" of the original request, and shall include a detailed summary in accordance with the contract rates. If the quotation is accepted and the work performed, the Contractor's invoice shall not exceed the quoted amount unless previously authorized by the Property Manager or their designee.

## **PART 3—SCOPE OF WORK**

### **3.01 INTENT**

It is the intent of these specifications, terms and conditions to describe PEST CONTROL SERVICES required by various HACSB Sites located throughout the County of San Bernardino. The HACSB is committed to using products and services that are environmentally responsible and to providing the healthiest and safest work environment for its employees. To achieve this objective, the HACSB prefers to utilize services which make use of environmentally preferable products.

### **3.02 SCOPE OF SERVICES**

#### **LOCATIONS**

HACSB locations as described herein; are listed in Part 1 General "Service Area Locations" of the RFP. Pest control services shall be performed in all buildings, occupied or unoccupied units.

#### **DEFINED AREAS**

##### **Interior:**

All rooms inside unit, including but not limited to, as defined kitchen, bathroom, bedrooms, living room, cabinets, and storage. Kitchen, kitchen baseboards, kitchen cabinets (inside and out), countertops, underside of countertops, drawers, shelves and shelving. Bedrooms, bedroom baseboards, bedroom closets, and closet shelving. Bathroom, bathroom pullman (inside and out), baseboards and facilities. Living room, living room baseboards, cabinets, linen and water heater, and all features and rooms within the unit.

Pest control performed in office buildings shall include, but not limited to, basements, storage areas/rooms, crawl spaces, closets, baseboards, plumbing and heating pipes, shelves, elevators, walls/enclosures, kitchen, dining room, food preparation and storage areas, refuse containers and surrounding storage areas, hallways and lounge areas.

##### **Exterior:**

Exterior, doors and door jams, windows, window frames, window screens, eaves and fascia, and entire perimeter of building where building meets ground or item in contact with building (cables, brush, trees).

## SPECIFICATIONS

- A. Pest Control Services shall include one (1) scheduled interior and exterior treatment services per location per year, as well as special-call services. If additional scheduled treatments are requested or required; the Pest Control Vendor shall provide a quote to the Property Manager upon their request. Services may also include call-backs for further treatment when the initial treatment does not achieve results as called for in this scope of work under the 60-day warranty outlined in section 1.04 of this RFP, and should not be at any additional cost. These services are intended to eradicate the treated area of pests and insects that are listed in item B directly below.
- B. Contractor shall furnish all labor, equipment, materials (including chemicals, rodenticides, insecticides, etc) and services required to provide pest control services. Contractor to provide an environment, free from, but not limited to, the following pests:
- Spiders (including black widow & brown recluse), cockroaches and beetles
  - Scorpions
  - Crickets, and other hoppers
  - Ants (all species) earwigs, sow bugs, silverfish and other crawling insects
  - Fleas, mites and other biting insects
  - Wasps, hornets and other stinging insects nesting in the interior or exterior, up to a maximum height of two (2) stories
  - Moths and other flying pests
  - Weevils and other food pests
  - Mice, rats and other rodents (**gophers and ground squirrels are not included**)
- C. Contractor shall, from time-to-time, be required to perform additional services of varying types, such as bed bugs, termite, and bee treatment. Vendor shall prepare a written quote for all extra work and in all cases of additional services, no such work may be performed without prior authorization from HACSB.
- The agreement does not include treatment of trees, lawns or shrubs.
- D. All buildings shall be inspected and treated as agreed upon in contract for the eradication and preventative control of above named rodents, arachnids, and insects, and the contractor shall be subject to, and answer within an eight hour period, special calls for control of infestation at no additional charge. Contractor shall make regular applications of devices such as traps, tapes, etc., to provide preventive treatment between scheduled spraying.
- E. Pest control service personnel shall report to the property manager's office before any work is started. Problems needing the attention of the pest control service person will be reported to property manager, and at that time the service technician is expected to take any and all necessary actions.
- All Contractor personnel working in or around HACSB facilities shall wear distinctive uniform clothing and identification.
- F. **Interior Service**: All defined areas of the interior of buildings to be serviced shall be inspected and treated with California EPA registered materials. These formulations include liquids, dusts, baits in gel type and placement stations, where appropriate, to exterminate existing pests and rodents.
- G. **Exterior Service**: A controlled area shall be established around the perimeter of buildings to be serviced for the control of cockroaches, ants, spiders and wasps. This will be accomplished by using California EPA registered materials. Frequency of service shall be determined by each property manager at each service site.
- H. Method of Application

Interior: Treatment shall be provided to all defined areas using California EPA registered materials crack and crevice methods and in conjunction with pheromone traps and baits.

Exterior: Treatment shall be provided to the perimeter control area using California EPA registered materials (EXCLUDING POWDERS AND GRANUALS).

- I. No pesticide shall be used in the performance of this agreement unless it will be used in strict compliance with the manufacturer's instructions as they appear on the label and as approved by the Environmental Protection Agency. No pesticide shall be left unattended and no pesticide will be stored on the premises of any HACSB location. All chemicals and pesticides used shall comply with federal, state and local ordinances and laws. Contractor shall provide MSDS data sheet(s) and specimen label(s) upon request of any HACSB employee.
- J. The successful Contractor shall be responsible for any damage(s) due to the materials and/or chemical(s) used.
- K. HACSB shall be the sole judge concerning the merits of products, materials, and/or services(s) provided in accordance with specifications set forth in this RFP solicitation, if it is determined the contractor is operating in violation of any San Bernardino County Health Department, federal, state and local applicable laws, regulation codes or ordinances. No consideration shall be given for failure to perform properly.
- L. Various buildings throughout HACSB may require Termite inspections, treatments and/or monitoring. Prices to be included by the Contractor on Exhibit B – Proposal Form.
- M. Vendor shall provide a breakdown of services / treatments in the form of a written quote to the property manager before any work is completed.
- N. Service.  
The service shall be provided on a regular schedule agreeable to the Property Manager, with a written copy maintained by both parties. The schedule will contain the day of the week as well as time of day to cause least interference to residents and with requesting site(s) work schedule.

Regular work hours are 8:00 A.M.–5:00 P.M. Monday through Thursday, and 8:00 A.M.-4:00 P.M. every HACSB working Friday. (HACSB works a 9/80 schedule and is closed every other Friday, so it is up to the Contractor to schedule accordingly.)

This shall be a unit price Contract whereas HACSB may add or remove locations as required; costs for new location(s) shall be negotiated as required.

Additional visits must be made promptly upon notification by the property manager or an authorized representative, to eliminate infestations; such additional visits shall be performed by the Contractor at no additional charge to HACSB until the situation is resolved to Property Manager's satisfaction.

A written report shall be furnished to the property manager after each visit. This report shall indicate the date of site visit, the unit number and address, reported problem (as well as problems observed by the technician), and what corrective action was taken by the Contractor.

## **VII. PROPOSAL SUBMISSION REQUIREMENTS**

### **General**

- 1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all

appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.

2. Proposals must be received by the designated date and time. Late or incomplete proposals will not be accepted.
3. **Paper** responses must be submitted, at the location identified in the solicitation, by mail or in person to the RFP Contact listed in Section II, Paragraph A – Purpose and will be time/date stamped when received and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal.
4. Proposals must be sealed and submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
5. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

#### **B. Proposal Format**

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

##### **1. Presentation**

All hard copies of proposal must be submitted on 8 ½ x 11 paper. Each page, including attachments, must be clearly and consecutively numbered.

The envelope must be **SEALED** and include the following notation on the bottom left hand corner of the proposal, “**Request for Proposal PC921 for Pest Control Services Enclosed.**” Please also include company /individual name on outside of envelope. The proposals will be evaluated based on the criteria established in this document. Proposals received after the specified date and time will not be accepted.

Facsimile Copies or emails will **NOT** be accepted. All proposals will become property of the HACSB upon submission.

Hand carried proposals may be delivered to the RFP Contact identified in Section II between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding office closure days and holidays observed by HACSB. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

### **VIII. INFORMATION REQUESTED OF PROPOSERS**

#### **a. Organizational and Personnel Background**

Provide an overview of your company, emphasizing its qualifications and major organizational strengths.

#### **b. Experience**

Discuss your experience in serving as a provider of Pest Control Services.

**c. Miscellaneous Discussion Questions**

1. Identify the specific individuals who would be assigned to work with the HACSB and specify which person would be the primary contact person with the HACSB. Please include their level of expertise in providing Pest Control Services and certifications held by staff.
2. Discuss your company's policy regarding minimum charges.

**d. Price**

Provide your cost as listed in Exhibit B "Proposal Form" for the rendering of the services and clearly specify if any additional expenses will be charged to the HACSB in connection with this proposal.

**e. Affirmative Action**

The HACSB requires that each respondent be an Equal Opportunity Employer: State that the respondent complies fully with all government regulations regarding nondiscriminatory employment practices.

**IX. COMPANY QUALIFICATIONS**

Proposals shall be considered from responsible organizations or individuals engaged in the performance of Pest Control Services. Proposals must include information on competency in performing comparable Pest Control Services, demonstration of acceptable financial resources, and personnel staffing. The Contractor shall furnish detailed information on references, as well as background and experience with projects of a similar type and scope to include as a minimum:

- a. Brief history of the company
- b. A listing of five (5) references (Exhibit C) where similar services were performed. The client reference shall include the name of organization, contact person, address, and telephone numbers.
- c. Contractor shall describe their understanding of the project scope, their proposed approach to performing the services, and submit a proposed schedule. Offerors shall include information on past experience with similar projects. Offerors shall describe how their organization can meet the requirements of this RFP and shall include the following:
  - The number of years the Offeror has provided these services; *and*
  - The number of clients and geographic locations that the Offeror currently works with.
  - Provide the names and titles of the key management personnel directly involved with supervising the services rendered under this Contract.
- d. A copy of the business license, contractor's license, AND DIR registration number must be included in your proposal if applicable.

**X. RFP REQUIREMENTS AND CONDITIONS**

**Minimum Requirements**

This RFP sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable.

**Submission Requirements**

Forms included within this Request for Proposal must be included with proposal, in addition to HUD form 5369-B and 5369-C. Failure to submit mandatory forms may result in rejection of the proposal.

### **Collusion**

Proposer, by submitting a proposal, hereby certifies that no officer, agent, or employee of the HACSB has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.

### **Disputes**

In case of any doubt or differences of opinions as to the participation sought hereunder, or the interpretation of the provisions of the RFP, the dispute process shall apply.

Contractors may appeal the recommended award, provided the appeal is in writing, contains the RFP number, is delivered to the address listed in Section II – Paragraph A of this RFP, and is submitted according to the time requirements listed below. The following shall apply to protests (unless otherwise specified, this section will use the term “protest” to also include disputes and appeals):

Solicitation: Contractors may protest a solicitation issued by HACSB. It must be received by the Procurement and Contracts Manager before the bid or proposal submittal deadline, or it will not be considered.

Award RFP: Any protest against the award of a contract based on an RFP must be received by the Procurement and Contracts Manager no later than two full business days after the bid submittal deadline, or before award of the contract, whichever is earlier, or the protest will not be considered.

Award RFP/RFQ: Any protest against the award of a contract based on an RFP or RFQ or appeal of a decision by HACSB to reject a proposal, must be received by the Procurement and Contracts Manager within three business days after notification to an unsuccessful proposer that they were not selected, or the protest will not be considered.

Rejection of Bid: Any protest of a decision by HACSB to reject a bid submitted in response to an RFP must be received by the Procurement and Contracts Manager within two business days after being notified in writing of HACSB’s decision, or the appeal will not be considered.

A written response will be directed to the appealing Contractor within fourteen (14) calendar days of receipt of the appeal, advising of the decision with regard to the appeal and the basis for the decision. The decision of the HACSB shall be final and binding upon all parties.

## **XI. INSURANCE REQUIREMENTS**

A. **Proof of Insurance**, shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract. The Contractor shall require all subcontractors used in the performance of this contract to name HACSB as an additional insured. Following are the standard types and minimum amounts.

- General Liability**: \$1,000,000; per occurrence for bodily injury, personal injury and property damage liability; *HACSB Additional Insured* or,
- Commercial General Liability**: \$3,000,000; combined single limit bodily and property damage liability per occurrence; *HACSB additional named insured*.
- Comprehensive Automobile Liability**: \$1,000,000; combined single limit bodily and property damage liability per occurrence and aggregate; *HACSB Additional Insured*.
- Errors and Omissions Liability**: \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or,
- Professional Liability**: \$1,000,000; per occurrence and aggregate.

- Workers' Compensation:** statutory limits or,
- Self Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- Environmental Liability:** \$500,000; per occurrence and aggregate; *HACSB Additional Insured.*
- Owner's Liability:** 100% of insurable value of the work, Builder's Risk, Extended coverage for Vandalism and Malicious Mischief, if required; *HACSB additional named insured.*
- Fire Insurance with Extended Coverage:** 100% of insurable value of the work; Builder's Risk, Extended coverage including Vandalism and Malicious Mischief, if required; *HACSB Additional Insured.*

B. Failure to provide proof of insurance or failure to maintain insurance as required in this bid, or by law; are grounds for immediate termination of the contract. In addition, the awarded bidder should be liable for all re-procurement costs and any other remedies under law.

C. **Indemnification and Insurance Requirements**

1. **Indemnification**

The Contractor agrees to indemnify, defend and hold harmless HACSB and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by HACSB on account of any claim therefore, except where such indemnification is prohibited by law.

2. **Additional Named Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming HACSB and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

3. **Waiver of Subrogation Rights**

The Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against HACSB, its officers, employees, agents, volunteers, Contractors and subcontractors.

4. **Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by HACSB.

5. **Proof of Coverage**

The Contractor shall immediately furnish certificates of insurance to HACSB Procurement Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

6. **Insurance Review**

The above insurance requirements are subject to periodic review by HACSB. HACSB's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of HACSB. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against HACSB, inflation, or any other item reasonably related to HACSB's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

## **XII. CONTRACT CONDITIONS**

### **Americans with Disabilities Act**

Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.

### **Law of the State of California**

The resulting contract will be entered into within the State of California and the law of said state, whether substantive or procedural, shall apply to the contract, and all statutory, charter and ordinance provisions that is applicable to public contracts within the County of San Bernardino and the State of California shall be followed with respect to the contract.

### **Contract Terms and Final Selection**

The selected company will be expected to sign the HACSB's Contract Agreement, which will specify the term of service, likely to be annually. If the selected applicant and the HACSB cannot come to terms with respect to the contract, the HACSB reserves the right to select the next most qualified applicant or to terminate this RFP and to re-issue a new RFP if no Proposer is acceptable to the HACSB.

### **Federal Lobbyist Requirements**

A Bidder is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of a Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents. Failure on the part of the Bidder or persons/sub-contractors acting on behalf of the Bidder to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

**EXHIBIT A**  
**Contact Information Form**

To: Claudia Nunez, Procurement Department  
(909) 332-6341 (909) 915-1831 Fax, or  
Email: [procurement@hacsb.com](mailto:procurement@hacsb.com)

This fax is to acknowledge that we are in receipt of RFP #PC921 for Pest Control Services and have noted our intention to bid.

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact/Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**I PLAN TO SUBMIT A BID.**

- Yes, I will be submitting a bid.
- Maybe, I need to research and get more information (contact HACSB-information listed above)

**NO BID.** Indicate *any* of the following. We:

- Do NOT desire to be retained on the vendor list.
- Desire to be retained on the vendor list, but decline to bid based on the following:
  - Cannot comply with specifications/scope of work, Explain: \_\_\_\_\_  
\_\_\_\_\_
  - Cannot meet delivery requirements, Explain: \_\_\_\_\_  
\_\_\_\_\_
  - Do not regularly provide this type of product/service
  - Other, Explain: \_\_\_\_\_
  - Please update my information as listed above.

**HOW YOU FOUND OUT ABOUT THE BID.** Indicate *any* of the following. We:

- Checked the agency website
- Received notice by fax or e-mail
- Newspaper Ad, please list paper: \_\_\_\_\_
- Trade Publication, please list: \_\_\_\_\_
- Plan Room, please list: \_\_\_\_\_
- Other, Explain: \_\_\_\_\_

**EXHIBIT B - PROPOSAL FORM**

Proposal: **Pest Control Services PC921**

Vendor Name:

To: The Housing Authority of the County of San Bernardino  
715 E. Brier Drive  
San Bernardino, CA 92408

- The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Specifications, if any thereto, hereby proposes to furnish all labor, materials, equipment and services required to provide such service(s) described in the Scope of Work in accordance therewith, for the sum of:

Item	<b><u>Provide "Cost" to provide PEST CONTROL SERVICES per the Scope of Work. Cost per unit size shall include all materials, equipment and labor.</u></b>	<b>Monthly Preventative Pest Control Spraying (each/application)</b>					
		<b><u>Unit Size</u></b>					
	<b><u>Service/Area Offices: Offices, Centers and Units</u></b>	<b>Studio</b>	<b>1-Bdr</b>	<b>2-Bdr</b>	<b>3-Bdr</b>	<b>4-Bdr</b>	<b>5-Bdr</b>
<b>1</b>	<b>Colton – Mt. Vernon</b> 772 Pine St. Colton, CA 92324						
<b>2</b>	<b>Chino</b> Chino Affordable Housing Community 13088 Monte Vista Ave Chino, CA 91710						
<b>3</b>	<b>Maplewood Homes-San Bernardino</b> 1738 West 9 <sup>th</sup> St. San Bernardino, CA 92411						
<b>4</b>	<b>Redlands, Highland</b> Redlands Affordable Housing Community 803 W Brockton Redlands, CA 92374						
<b>5</b>	<b>Barstow</b> Barstow Affordable Housing Community 421 South 7 <sup>th</sup> St. Barstow, CA 92311						
<b>6</b>	<b>Yucaipa Terrace</b> 12435 6 <sup>th</sup> St. Yucaipa, CA						
<b>7</b>	<b>Yucaipa Crest</b> 12385 6 <sup>th</sup> Street Yucaipa, CA 92399						
<b>8</b>	<b>Canyon Villas</b> 2265 Cahuilla St. Colton, CA 92324						

Item	<i>Provide "Cost" to provide PEST CONTROL SERVICES per the Scope of Work. Cost per unit size shall include all materials, equipment and labor.</i>	Monthly Preventative Pest Control Spraying (each/application) <u>Unit Size</u>					
		Studio	1-Bdr	2-Bdr	3-Bdr	4-Bdr	5-Bdr
	<b>Service/Area Offices: Offices, Centers and Units</b>						
9	<b>Kingsley Patio</b> 10302-10399 Poulson Ct. Montclair, CA						
10	<b>Las Palmas</b> 8980 Date St. #1A-3D Fontana, CA						
11	<b>Mentone</b> 1232 Crafton Ave. Mentone, CA						
12	<b>Andalusia - Victorville</b> 13520 Third Avenue Victorville, CA 92395						
13	<b>Los Olivos</b> 1200 North Campus Ave Upland, CA						
	<b>Service/Offices: Offices Only</b>	<b>Building</b>					
13	<b>Central/Administration Office</b> 715 E Brier Drive San Bernardino, CA						
14	<b>Housing Programs Office</b> 672 South Waterman Ave San Bernardino, CA						
15	<b>CDI Office</b> 680 S Waterman Ave San Bernardino, CA 92408						
16	<b>Ontario HCV Office</b> 424 North Lemon Ave Ontario, CA						
17	<b>Victorville HCV Office</b> 15465 Seneca Road Victorville, CA						

Item	<u>Provide "Cost" for complete eradication of additional services:</u>	<u>(each/application) Unit Size</u>					
		Studio	1-Bdr	2-Bdr	3-Bdr	4-Bdr	5-Bdr
	<b>Service</b>						
<b>18</b>	Bed Bugs – Complete Service						
	Initial Inspection						
<b>19</b>	Termite						
	Initial Inspection						
<b>20</b>	Bee Control						
	Initial Inspection						
<b>21</b>	Hourly Rate						
<b>22</b>	Emergency Rate						
	Other Services:  Please attach detailed pricing for additional services based on an hourly rate.  <b>List of services and pricing should include Termite and Bee control</b>						

Proposer may submit proposal by location (service area) and/or the entire proposal. Proposals will be accepted and awarded by geographic area. Successful Contractor(s) awarded for a service area will be required to provide their services to all locations within the geographic service area.

2. In submitting this proposal it is understood that the right is reserved by the Housing Authority of the County of San Bernardino to reject any and all proposals. If written notice of the acceptance of this proposal is mailed, telegraphed, faxed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to a contract/agreement in the prescribed form and furnish any required insurance requirements within ten (10) days after the contract is presented for signature.

**NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Official Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Contractors State License Number)

\_\_\_\_\_  
(Email)

**EXHIBIT C - CURRENT CLIENT REFERENCES (REQUIRED)**

*Submit this form with the BID, failure to do so is grounds for disqualification.*

Company	_____
Address	_____
City, ST, Zip	_____
Fax/Phone/Email	_____
Contact Name/Title	_____
Type of Engagement	_____
Company	_____
Address	_____
City, ST, Zip	_____
Fax/Phone/Email	_____
Contact Name/Title	_____
Type of Engagement	_____
Company	_____
Address	_____
City, ST, Zip	_____
Fax/Phone/Email	_____
Contact Name/Title	_____
Type of Engagement	_____
Company	_____
Address	_____
City, ST, Zip	_____
Fax/Phone/Email	_____
Contact Name/Title	_____
Type of Engagement	_____
Company	_____
Address	_____
City, ST, Zip	_____
Fax/Phone/Email	_____
Contact Name/Title	_____
Type of Engagement	_____

Bidder's Company Name	.....
Legal Structure (corp./partner/proprietor)	.....
Principle Office Address	.....
City, ST, Zip	.....
Phone Number & Fax Numbers	.....
Email	.....
Federal Employer Identification Number	.....
Title of Person Authorized to Sign	.....
Print Name of Person Authorized to Sign	.....
Date Signed and Authorized Signature	.....

## **EXHIBIT D - CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-procurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Proposer shall provide immediate written notice to the HACSB Director of Procurement and Contracts if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the HACSB government, the HACSB Director of Procurement and Contracts may terminate the contract resulting from this solicitation for default.
5. Proposer affirms that it has no record of recent unsatisfactory performance with HACSB, during the past twenty-four (24) months at a minimum.

**Printed Name of Representative:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_