



**REQUEST FOR PROPOSALS
FOR
PEST CONTROL SERVICES**

RFP NO.: FY2014 - MNT - 001

June 20, 2014

VAN JOHNSON, EXECUTIVE DIRECTOR

TABLE OF CONTENTS

SECTION	PAGE
1.0 INTRODUCTION	1
1.1. AGENCY BACKGROUND.....	1
1.2. SOLICITATION	1
1.3. PROCUREMENT AUTHORITY.....	2
1.4. LAWS AND REGULATIONS.....	2
2.0 SCOPE OF SERVICES.....	2
2.1. GENERAL INFORMATION.....	2
2.2. MINIMUM RESPONDER REQUIREMENTS.....	3
2.3. START-UP.....	4
2.4. PRICING.....	4
2.5. LOCATIONS AND FREQUENCIES	4
2.6. REFERENCES	4
2.7. EMERGENCY SERVICE	5
2.8. LICENSES.....	5
2.9. SCHEDULING AND TIMING OF SERVICE.....	5
2.10. RECORD KEEPING	5
2.11. USE OF CHEMICAL CONTROL METHODS.....	6
2.12. INSECT CONTROL	6
2.13. RODENT CONTROL	6
2.14. STRUCTURAL MODIFICATIONS AND RECOMMENDATIONS.....	7
2.15. EVALUATION.....	7
3.0 PROPOSAL SUBMISSION INSTRUCTIONS	7
3.1. SUBMISSION OF PROPOSAL	7
3.2. TIME TABLE.....	8
3.3. PRE-SUBMISSION CONFERENCE.....	8
3.4. CONFIDENTIALITY	8
3.5. CONE OF SILENCE	8
3.6. INTERPRETATIONS AND QUESTIONS.....	9
3.7. PREPARATION OF PROPOSAL	9
3.8. EXECUTION OF PROPOSAL	9
4.0 EQUAL OPPORTUNITY REQUIREMENTS.....	9
4.1. MBE,WBE AND SDB COMPANIES.....	9
5.0 INSURANCE REQUIREMENTS.....	10
5.1. INSURANCE	10
6.0 PROPOSAL REVIEW	11
6.1. PROPOSAL REVIEW STANDARDS	11
6.2. REQUEST FOR ADDITIONAL INFORMATION.....	11
7.0 CONTRACT AWARD.....	12
7.1. FORM OF AWARD.....	12
7.2. NEGOTIATION AND DISALLOWANCE OF CHARGES	12
7.3. DISPUTE PROCEEDURES	12
7.4. BASIS OF CONTRACT AWARD.....	12
7.5. RESERVATION OF RIGHTS	13

TABLE OF CONTENTS

SECTION	PAGE
7.6. REJECTION OF MATERIALLY UNBALANCED PROPOSALS.....	13
7.7. CONTRACT TERM.	13
7.8. HUD APPROVAL.....	14
8.0 SUBMISSION REQUIREMENTS	14
8.1. STRUCTURE OF PROPOSAL.	14
8.2. CONTENT OF PROPOSAL.....	14
9.0 EVALUATION FACTORS.....	14
9.1. QUALIFICATIONS.....	14
9.2. EXPERIENCE	14
9.3. CAPACITY.	14
9.4 CUSTOMER SERVICE	14
9.5 IMPLEMENTATION PLAN	14
9.6 RESPONSIVENESS OF PROPOSAL	14
9.7 PRICE	14
10.0 SELECTION PROCESS AND EVALUATION CRITERIA	15
10.1 GENERAL	15
10.2. ORAL PRESENTATION	16
10.3. NEGOTIATIONS.....	16
10.4. BEST AND FINAL OFFER.....	16
10.5. SELECTION CRITERIA.....	17
ATTACHMENTS.....	18

PALM BEACH COUNTY HOUSING AUTHORITY
REQUEST FOR PROPOSALS
FOR
PEST CONTROL SERVICES
RFP No.: FY2014 - MNT - 001

1.0 INTRODUCTION

1.1 Agency Background

The Palm Beach County Housing Authority (PBCHA) is a special district of the State of Florida; a public body corporate and politic created in 1969 pursuant to Chapter 421 – Laws of the State of Florida. PBCHA administers public and affordable housing programs to serve eligible individuals and families within Palm Beach County. PBCHA is governed by a 5 member Board of Commissioners (BOC). The Commissioners are appointed by the Governor of the State of Florida and exercise all powers granted to the Authority pursuant to Florida Statutes. Board members are responsible for setting fiscal policy, representing the community interest, and hiring the Executive Director who is responsible for agency operations.

The mission of the Palm Beach County Housing Authority is to provide **“Quality Homes and a Good Journey”** for low to moderate income families, the elderly, and individuals with disabilities. PBCHA resolves to collaborate and partner with key stakeholders that also share the mission of affordable housing, self-sufficiency, and independent living.

The Authority maintains a website at <http://www.pbcha.org> with information for clients, landlords, prospective business partners, and the public at large.

As a recipient and sub-recipient of funding awarded by the U.S. Department of Housing and Urban Development (“HUD”), PBCHA owns and operates 490 public housing dwelling units, (located in its 5 multi-family communities), 44 scattered site single-family dwelling units and several acres of vacant land throughout Palm Beach County. Additionally, PBCHA administers 2595 Section 8 Vouchers under the Housing Choice Voucher Program and owns 154 affordable (non-federally assisted) housing units that are managed by its non-profit affiliate (Leased Housing Corporation).

1.2 Solicitation

The Palm Beach County Housing Authority is issuing this **Request for Proposals (“RFP”)** to qualified and experienced pesticide applicator (operator) businesses interested in providing pest control services as set forth in the Scope of Services section. The selected contractor for this work will provide service for the prevention and elimination of pests. Targeted pests will include cockroaches, rats, and mice as well as occasional invading pests such as ants, crickets, spiders and flies.

Additionally, respondents to the RFP may be required to provide additional or alternate services as opportunities for improvement are identified or as the needs of PBCHA change.

It is the intention of PBCHA to award all pest control services to a single contractor; however, PBCHA reserves the right to award separate agreements for pest control services based on criteria that PBCHA determines to be appropriate.

Responders will be required to perform all services requested under this RFP, in accordance with best practices, professional and ethical standards pertaining to the practice of Pest Control Services.

1.3 Procurement Authority

All matters and issues related to this RFP, and any contract resulting from the RFP shall be governed by the regulations included in **24 C.F.R. § 85.36**; and the procurement principles set forth in the **HUD Handbook on Procurement for Public and Indian Housing Authorities, Handbook 7460.8, REV-2**; applicable State and Local laws and the **Statement on Procurement Policy** for The Palm Beach County Housing Authority.

The selected Pest Control contractor shall be thoroughly knowledgeable of Federal and State law relating to affordable housing, public housing authorities, and the applicable laws.

1.4 Laws and Regulations

This procurement may be funded in whole or in part by grant funds provided by the US Department of Housing and Urban Development. Applicable laws and regulations will govern this procurement and any subsequent agreement. In addition, applicable laws and regulations of the State of Florida and Palm Beach County, Florida, will apply to the resulting awarded agreement(s).

2.0 SCOPE OF SERVICES

2.1 General Information

It is the intent of the Palm Beach County Housing Authority to solicit proposals from qualified, pesticide applicator (operator) businesses who are duly registered and licensed in the State of Florida to render quality pest control services to PBCHA in order to provide a pest free environment for employees, clients and visitors to the offices, and Housing communities stated in the specifications, locations may, however, be added or deleted during the term of this contract and extensions thereof.

Responder to provide an environment, free from, but are not limited to, the following pests:

- Spiders, cockroaches and beetles.
- Crickets and other hoppers.
- Ants (all species) earwigs, sow bugs, silver fish and other crawling insects.
- Fleas, bed bugs, 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.
- Subterranean termites and other wood destroying organisms.
- Pantry Pests.

****(Responder is to provide an environment, free from, but not limited to all structural invading pests.)***

The pest control services shall be performed in all specified buildings, occupied or unoccupied, including, but not limited to crawl spaces, offices, storage areas, bedrooms, bathrooms, closets, baseboards, shelves, elevators, walls, enclosures, kitchens, dining rooms, hallways, trash rooms and laundry rooms.

All Responder personnel working in or around PBCHA offices and housing communities shall wear distinctive uniform clothing and identification.

The Responder is responsible to brush down all spider webs from outside of all buildings.

The Responder must perform a thorough inspection during every service. Following each scheduled service, the Responder must submit a written report to the designated site manager, listing any and all areas that remain inaccessible for pest control service such as lockers, rooms, closets, etc.

Should the scheduled services not be totally effective, the Responder shall be required to provide necessary services at alternate times, at no additional cost. Complaints and service requirements, including recall work required between scheduled services visits, must be handled within 24 hours after notification and will be at no additional cost to PBCHA.

The selected responder(s) shall be responsible for furnishing all materials, transportation, labor, equipment, any and all services and materials necessary to perform pest control services, for both specified and unspecified sites at various PBCHA location(s).

All pest control services shall be performed in accordance with Federal, State and Local rules and regulations presently established or may be established during the term of the contract. Any and all chemical product(s) used must be approved for its intended use, and applied in a manner consistent with regulations established by the State of Florida – FL OSHA.

The selected responder(s) pest control services must be scheduled in advance as to not disrupt the normal operations of any departments or site location(s).

2.2 Minimum Responder Requirements

Responder submitting proposals for pest control services must meet the following minimum qualifications:

- (a) The Responder to use the proper equipment and material to render the services to ensure safety for all human life, livestock and the

environment. It is to be clearly understood that the equipment and pesticides used by the Proposers for this contract are to be within safe and legal guidelines.

- (b) Responder shall not apply any pesticides product that has not been approved for the use by federal and state regulatory agencies. All pesticides used shall be non-flammable, secured when unattended and registered by the US Environmental Protection Agency and the State of Florida.
- (c) The Responder shall be responsible for removing and disposing of all excess and/ or unneeded chemicals, materials or equipment after the application is completed. The Responder may not store chemicals or equipment on PBCHA site(s) at any time.
- (c) Pesticide application shall be according to need, and not by a routine schedule unless it is part of a regular preventative pesticide treatment or maintenance program in areas determined to be at risk for infestation by insects or rodents by inspection at the onset of the program.

2.3 Start-Up

The selected responder shall be extended a 60-day grace period in order to eliminate pest problems that may have been present prior to the contract award. During this grace period, the site managers will not process vendor complaints for failure to meet performance requirements of these specifications. This period shall give the Responder sufficient time to start and thoroughly service all locations. The grace period will begin with the contract start date and continue for sixty (60) consecutive days.

2.4 Pricing

Quotations shall be based on a fixed monthly price per location(s) to perform all pest control services as required to provide a pest free environment for each site. Quotation must also specify how many services calls are included in the monthly fee. Additional requirements not related to regular service may be ordered at the hourly rate quoted in the price proposal. This quote will remain firm for the life of the contract. Palm Beach County Housing Authority will be afforded the benefit of any price reduction during the term of the contract.

2.5 Locations and Frequencies

This quote is for Pest Control Services at the locations and frequencies listed on page 19-22.

2.6 References

References from three governmental agencies or other similar accounts for which proposer currently provides pest control services are required.

2.7 Emergency Service

On occasion the Responder may be requested to perform corrective or emergency services(s) that are beyond the routine requests. The Responder shall respond to these exceptional circumstances and begin the necessary work within ONE (1) working day after receipt of the request.

2.8 Licenses

Commercial pesticide applicator certificates or licenses:

- (a) The Responder shall provide photocopies of the company pest control license and dated pesticide applicator certificates for every employee who will be performing on-site services under this contract.

2.9 Scheduling and Timing of Service

Timing of Inspection/Monitoring

- (a) Regular Business Hours (8:30 am to 5:00pm Monday-Friday)
- (b) Inspection by the Responder shall be conducted during regular business hours to facilitate access to building and communication with the Asset Manager(s).
- (c) Additional inspections deemed necessary by the Responder outside of regular business hours should be arranged through the Asset Manager.

Timing of Treatments

- (a) No pesticide is to be applied in any room or area while in use or occupied by PBCHA employees, staff, or residents. Responder must follow all state and federal laws.
- (b) Responder will make attempts at conducting treatments at times such that the potential of PBCHA employee, staff or residents being contacted by treatment residues are minimized. Ideally, treatments should be conducted during non-school or office hours.
- (c) Responder will follow all requirements present on product labels regarding re-entry periods.

2.10 Record Keeping

The Responder shall be responsible for maintaining a pest control logbook for each site specified in this proposal. These records shall be kept on site by the Asset Manager and maintained on each visit by the Responder.

The logbook shall contain the following items:

- (a) Pest Control Plan of Work – A copy of the Pest Control Plan of Work, including all labels and MSDS, as well as the service schedule.
- (b) Inspection forms – Inspection forms will be used to document the performance of all work, including emergency work. All work shall be documented in the logbook, then signed and dated by the Responder.

- (c) Floor plan service report – The Responder will submit a floor plan of the area serviced and document all chemical control methods used (brand name and formulation) and the location of the application.

2.11 Use of Chemical Control Methods

The Responder shall be responsible for application of pesticides according to the label. All pesticides used by the Responder must be registered with the United States Environmental Protection Agency, and the State of Florida. It may also need to comply with local jurisdiction.

- (a) Approved products – The Responder shall not apply any pesticide product that is not included in the Pest Control Plan of Work, and approved by PBCCHA.
- (b) Application by need – Pesticide application shall be according to need and not by schedule. Such chemical control methods shall not be applied unless visual inspections or monitoring devices indicate the presence of pests in a specific area, and non-chemical control methods (as available) have been tried to solve the pest problem. Preventive chemical control treatments in areas where there is a potential for insects and rodents will be evaluated on a case-by-case basis with the Asset Manager.
- (c) Minimum risk – When the application of chemical control products is necessary, the Responder shall employ the least hazardous materials, most precise application techniques and the minimum quantity of pesticide necessary to achieve control.

2.12 Insect Control

- (a) Emphasis on non-chemical methods – The Responder shall use non pesticide methods of control whenever possible to solve a pest problem. This includes, but is not limited to, use of a portable vacuum for initial cockroach, winged ants, winged termites, and spider population suppression and use of trapping devices for indoor fly control.
- (b) Monitoring – Sticky traps shall be used to monitor indoor populations and be used to evaluate the effectiveness of efforts wherever necessary.
- (c) Insecticide bait formulations – Bait formulations shall be used for cockroach and ant control where appropriate.

2.13 Rodent Control

- (a) Indoor trapping – Rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be checked every 24 hours during population suppression and at reasonable intervals during maintenance activities, The Responder is responsible for disposing of all trapped rodents or rodent carcasses in an appropriate manner.
- (b) Outdoor use of bait boxes – All bait boxes shall be placed out of general view where they will not be disturbed by daily operations. The lids of the boxes shall be securely locked or fastened shut.

All bait boxes shall be attached or anchored to the ground, building wall or other immovable surfaces so that the box cannot be picked up or moved. All bait boxes shall be labeled on the inside with the Responder's business name and address. The Responder's employee shall date the outside of the box at the time of installation and after each service.

2.14 Structural Modifications and Recommendations

Upon the award of a contract, the Responder shall be responsible for advising the Facility Manager about any structural, sanitary or procedural modifications that will reduce pest access, food, water and harborage. The Responder shall be responsible for adequately suppressing all pests specified in this proposal regardless of whether or not the suggested modifications are implemented. The Responder will not be held responsible for carrying out structural modifications as part of the pest control efforts.

2.15 Evaluation

PBCHA Asset Managers will continually evaluate the progress and conformity of the selected responder to this RFP in terms of effectiveness and safety, and will require such changes as are necessary. The Responder shall take prompt action to correct all identified deficiencies.

3.0 PROPOSAL SUBMISSION INSTRUCTIONS

3.1 Submission of Proposal

The Responder must submit a proposal in response to this RFP in accordance with the instructions and terms hereunder. By submission of a proposal, the Responder agrees to be bound by the terms and conditions of this RFP.

PBCHA will accept proposal(s) in accordance with the **Time-Table** provided in **3.2** below. It is the Responder's responsibility to ensure that the proposal is delivered by the designated time and date. Proposals which for any reason are not delivered within the deadline will not be considered and will be returned unopened to the Responder.

An original and five (5) copies of typewritten proposal(s), including all required attachments, certifications and other pertinent information, must be executed and submitted in a sealed envelope or box. The face of the envelope (or box) must contain, in addition to the address below, the RFP **number** (e.g. FY2014- MNT -001), and the **proposal description**. Offers by email, or facsimile, and handwritten proposals will not be accepted by PBCHA. Mail or Hand Deliver proposals to:

Van Johnson, Executive Director
Palm Beach County Housing Authority
3432 West 45th Street
West Palm Beach, FL 33407
vjohnson@pbchaf.org

3.2 **Time Table**

The submission of proposals in response to this RFP will be evaluated in accordance with the schedule below. Responders that intend to submit a proposal must submit a **letter of interest** on or before July 28, 2014.

Scheduled Procedures	Date	Time
RFP Date of Issue	July 14, 2014	8:30 a.m.
Deadline for Receipt of Additional Questions	July 23, 2014	4:00 p.m.
Pre – Submission Conference	July 28, 2014	9:00 a.m.
Deadline for Proposal Submissions	August 8, 2014	4:00 p.m.
Committee Meets to Develop Short List of Proposals	August 13, 2014	10:00 a.m.
Interview of Short-listed Responders (if necessary)	August 18-22, 2014	TBD
Announce Award to Successful Responder	August 25, 2014	-----

Every effort will be made to maintain this schedule. However, all dates are subject to change if it is deemed to be in the best interest of PBCHA.

3.3 **Pre-Submission Conference**

A pre-submission conference will be held on Monday, July 28, 2014 at 9:00 a.m. Daylight Savings Time, at 3432 West 45th Street, West Palm Beach, Florida 33407, during which time prospective Responders will have an opportunity to ask questions concerning this RFP. Although the pre-proposal conference is not mandatory, it is highly recommended that prospective Responders attend. Prospective Responders are asked to submit written questions by c.o.b Thursday, July 17, 2014 to the address provided above (in advance of the pre-submission conference) so that answers can be prepared for the meeting.

3.4 **Confidentiality**

There will be **no public opening of proposals**. All proposals and information concerning same shall remain confidential until all negotiations are completed and the Notice of Award(s) is issued. Responders are hereby notified that all proposals received by PBCHA shall be included as part of the official contract file.

Therefore, any part of the proposal that is not considered, confidential, privileged or proprietary under any applicable Federal, State or local law shall be available for public inspection upon completion of the procurement process. Notwithstanding the foregoing, the applicable provisions of Federal, State and local laws shall govern the confidentiality of proposals despite anything contrary to this provision stated in the proposal.

3.5 **Cone of Silence**

The term “cone-of-silence” means a prohibition on any and all non-written communication regarding this RFP between any Responder, Responder’s team members and any PBCHA Commissioner, officer, employee, consultant or contractor. The “cone-of-silence” is in effect as of the submittal deadline(s). This provision does not apply to oral communications at public meetings, the pre-submission conference or oral presentations made to the Selection Panel. The “cone-of-silence” will terminate for each project at the

time PBCHA awards a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

3.6 Interpretations and Questions

Any requests for interpretation or questions concerning this RFP must be submitted in writing to the address noted in Section 3.1 above and must be received no later than three (3) business days prior to the date of the pre-submission conference. Inquiries must reference the RFP number and the date for receipt of proposals. No interpretations shall be considered binding unless provided in writing by PBCHA.

3.7 Preparation of Proposal

Responders are expected to examine the Scope of Services and all instructions prior to preparing the proposal. Failure to do so will be at the Responder's risk. All costs relating to the submission of the proposal, incurred directly or indirectly by the Responder, including, travel, preparation, printing of attachments, exhibits and other miscellaneous expenses, in response to this RFP shall be the sole responsibility of the Responder and shall be borne by the Responder. Responders should make provisions for any and all costs and expenses related to the performance of the Contract in their price proposal, and should identify all such costs and expenses in the itemized breakdown of costs.

This RFP sets forth the minimum requirements that all proposals must meet. Failure to submit proposals in accordance with this RFP may render the proposal unacceptable or non-responsive. All written communications pertaining to this RFP should be directed to the purchasing manager listed below.

Paper copies of the RFP package will not be issued by PBCHA. Prospective proposers must obtain a copy of the RFP package from the PBCHA website at <http://www.PBCHA.org> or by contacting the purchasing manager listed below.

3.8 Execution of Proposal

The original proposal and five (5) duplicates must each contain a manual original signature of an authorized representative of the Responder. All corrections made on the proposal must be initialed by the authorized representative of the Responder. The company name must appear on the cover sheet. The proposal must include all documents, materials and information required herein.

4.0 EQUAL OPPORTUNITY REQUIREMENTS

4.1 MBE, WBE and SDB Companies.

It is PBCHA's policy to ensure that Minority Business Enterprises (MBEs), Women-owned Businesses (WBEs) and Small Disadvantaged Businesses (SDB)'s are provided maximum opportunity to participate in all professional service contracts administered by PBCHA; therefore, in connection with the performance of services under the proposed Contract, all Responders shall agree to comply with any applicable PBCHA policies concerning Minority Business Enterprises (MBE); Women Business Enterprises (WBE); and/or Small Disadvantaged Businesses (SDB), as such policies may be adopted or amended.

PBCHA has not established a minimum threshold for participation; however, PBCHA affirmatively promotes Equal Opportunity in all PBCHA professional services contracts.

All MBEs to be utilized for PBCHA contracts must be certified as an MBE or WBE by any Federal, State or local jurisdiction in order for their participation to be acknowledged. All certifications must be current. Provide a description of the work to be performed by each firm and the proposed percentage of the total contract dollar amount that will be awarded to each firm.

5.0 INSURANCE REQUIREMENTS

5.1 Insurance

Within ten (10) days of the date of the Notice of Award, the successful Responder shall furnish to PBCHA a certified copy of the Certificate of Insurance for the policy or policies covering all work or services under the proposed Contract as evidence that the required insurance is maintained and will be in effect for the entire duration of the Contract. PBCHA may, at its sole discretion, immediately cancel the contract award without prior notice to a successful Responder upon any failure to submit timely any or all of the required Certificates of Insurance and any and all other documents required under the proposed Contract. In such case, any and all existing agreements between PBCHA and the successful Responder shall immediately become null and void upon such cancellation.

- (a) Commercial General Liability Insurance to include coverage for Premises Operations, Independent Contractors, and Broad Form Contractual Liability (defense costs excluded from face value of the policy)

- \$1,000,000 per occurrence
- \$2,000,000 aggregate
- \$2,000,000 Products & Completed aggregate
- \$1,000,000 Personal & Advertising Injury
- \$50,000 Fire Liability
- \$5,000 Medical Payment

- (b) Worker's Compensation and Employers Liability

- | | |
|---|------------------------|
| • Workers Compensation | State Statutory Limits |
| • Employers' Liability | \$1,000,000 |
| • Employers' Liability – Disease Policy limit | \$1,000,000 |
| • Employers' Liability – Disease each person | \$100,000 |

- (c) Automobile Liability (covers all owned, non-owned and hired vehicles)

- \$100,000 Bodily Injury each person limit
- \$300,000 Bodily Injury each accident limit
- \$100,000 Property Damage each accident

All coverage must be with insurance companies or carriers rated for financial purpose as a “A-“or better whose policies cover risks located in the State of Florida.

All policies, except Workers’ Compensation, must include:

- (a) Punitive damage Coverage
- (b) Primary and Non-Contributory Wording
- (c) Cross Liability Coverage and Severability Endorsements

All policies shall endorse PBCHA as Additional Insured, with a Waiver of Subrogation, and the thirty (30) day notice of cancellation, material change or non-renewal in favor of PBCHA. If Vendor fails to obtain insurance policies required, PBCHA may immediately terminate the contract without further notice to the Vendor.

No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit, or to quantify the liability obligation assumed by the Vendor in accordance with requirements set forth in the Contract.

6.0 PROPOSAL REVIEW

6.1 Proposal Review Standards

PBCHA shall award contracts only to “**Responsive Responders**” who have the ability to perform successfully under the terms and conditions of a Professional Services Contract. Therefore, during the initial evaluation of proposals, PBCHA shall assess the responder’s responsiveness prior to being advanced to the next stage for further consideration by the Selection Panel. PBCHA’s determination of a Responder’s responsiveness shall include, but not be limited to consideration of the following:

- Proposal Submitted On-Time
- Submission Complete (in Accordance with Instructions).
- Minimum Responder Requirements (section 2.2)
- Reputation (In Good Standing and Good References)

6.2 Requests for Additional Information

In assessing the Responder’s responsiveness, PBCHA may request the Responder being considered for award to submit additional information, letters, statements, and/or other documentation regarding any of the factors enumerated above. Failure of such Responder to provide such additional information within the time requested by PBCHA may render the Responder ineligible for further consideration.

If, in the opinion of PBCHA, additional information or interpretation is necessary; such information will be supplied in the form of an Addendum. As with the original solicitation, PBCHA no longer provides copies of addenda. It is the responsibility of the interested party to download the solicitation and relevant addenda from the PBCHA website. Oral instructions or information concerning the specifications of the project given out by PBCHA managers, employees, or agents to prospective proposers shall not bind PBCHA.

7.0 CONTRACT AWARD

7.1 Form of Award

Submission of a proposal constitutes acceptance of the terms and conditions of this RFP. Further, the Responder agrees, if it is issued a written Notice of Award as the successful Responder, to be bound by a contract whose provisions shall be substantially the same as: (1) terms and conditions of the RFP, (2) the terms and conditions of the proposal acceptable to PBCHA. Acceptance of the Responder's proposal to perform the services specified in this RFP will be made by written **Notice of Award** from PBCHA to the successful Responder.

Failure of the successful Responder, upon issuance of the Notice of Award, to execute a written contract will render the award null and void. Responders are not entitled to rely on any representations by any employee, member, officer, or agent of PBCHA concerning the contract award until written Notice of Award is provided by PBCHA. Responders are advised that the contract documents may include any and all terms and conditions required by HUD and/or PBCHA for a contract of this type and nature. The Notice of Award may be effective for up to three (3) years from the date of issuance unless canceled by PBCHA without liability in its sole discretion or superseded by execution of a written contract by and between the successful Responder and PBCHA in accordance with the terms and provisions of this RFP.

7.2 Negotiation and Disallowance of Charges

PBCHA reserves the right to negotiate all elements of the proposal including price, with Responders in the competitive range. PBCHA reserves the right to simultaneously negotiate contract terms with any firm, Consultant or Developer that has submitted a response to this RFP. It is further understood that PBCHA reserves the right to select none or any number of the proposals. Subject to the prior approval of HUD, if required, PBCHA may unilaterally increase the total contract price and services required at any time during the contract period. Further, PBCHA reserves the right to disallow charges for hours and/or services and/or any item of cost, which it deems to be unreasonable and/or unnecessary.

7.3 Dispute Procedures

Any prospective or actual Responder may protest this solicitation or the contract award only for a serious violation of the standards of PBCHA Procurement Policy and operating procedures provided in the "Statement of Procurement Policy for The Palm Beach County Housing Authority," and its implementing procedures, or violation of applicable Federal or State law.

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of PBCHA shall be final and binding upon all parties.

7.4 Basis of Contract Award

Following the evaluation of proposals, PBCHA shall make the award of contracts to the responsible Responder(s) whose proposal will be most advantageous to PBCHA, considering price, return on investment, and any other factors specified in this RFP. PBCHA may negotiate a contract with any one or more of the successful Responder(s). Award will not necessarily be made to the Responder(s) submitting the lowest price.

PBCHA does not guarantee (a) any minimum amount of a contract awarded hereunder; nor (b) the extent, quantity or portion of any services to be performed or items to be provided pursuant to an award to any one or all of the successful Responder(s). Further, PBCHA may: (c) reject any and all proposals received; (d) accept other than the lowest priced proposal; (e) waive any minor irregularities or technicalities in proposals received; (f) make a single award or multiple awards under this RFP for the performance of any, all or any combination of the items delineated under the Scope of Services; (g) accept any item or combination of items proposed unless precluded elsewhere in the solicitation; (h) amend this solicitation as permitted by applicable law; or (i) cancel this solicitation in its entirety or any portion thereof.

7.5 Reservation of Rights

- PBCHA reserves the right to reject any or all proposals, to waive any informalities in the RFP process, and/or to terminate the RFP process at any time, if deemed by PBCHA to be in its best interest.
- PBCHA reserves the right not to award a contract or enter into an agreement(s) pursuant to this RFP.
- PBCHA reserves the right to terminate agreement(s) awarded pursuant to this RFP, at any time, for its convenience upon ten days written notice to the successful responder(s).
- PBCHA reserves the right to retain all proposals submitted and adopt any ideas proposed including those from a responder who is not selected for award.

7.6 Rejection of Materially Unbalanced Proposals

PBCHA may reject any proposal as unacceptable if it is materially unbalanced as to the fees and costs for the various items of work to be performed. A proposal is materially unbalanced when it is based on fees and costs significantly more or less than the industry standard.

7.7 Contract Term

The Contract shall be awarded for a term of three (3) years, commencing the date specified in a written **Notice of Award** issued by PBCHA or the Contract executed by the parties, unless terminated earlier as provided therein. Subject to the prior approval of HUD, the Contract may be renewed for one (1) additional year under the same terms and conditions.

PBCHA reserves the right to cancel award of the contract any time before execution of the contract by both parties if cancellation is deemed to be in the best interest of PBCHA.

In no event shall PBCHA have any liability for the cancellation of award. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of the proposal.

7.8 HUD Approval

The Responder is advised that fee, contract award, contract documents, and payment may be subject to HUD approval, and the absence of approval by HUD when such approval is required shall immediately nullify the proposed Contract without liability by either party, irrespective of whether the proposed Contract was executed by any one or both parties. The successful Responder shall be equitably compensated for any work performed and accepted by PBCHA pursuant to such Notice of Award up to the date of nullification of the proposed Contract.

8.0 SUBMISSION REQUIREMENTS

8.1 Structure of Proposal

In order to facilitate the evaluation of the proposal, PBCHA recommends that the proposal be clearly marked with the Proposal Title, Date and the Name and Address of the Responder.

8.2 Content of Proposal

The Responder must include in the proposal packet: (a) the executed original and five (5) copies of the proposal and designated forms attached to this RFP; (b) the original proposal must contain the Pest Control Services List & Proposal Form included within the RFP. This form must be submitted with the proposal signed in ink by an official authorized to represent and bind the proposing pesticide applicator (operator) business and marked 'ORIGINAL'. Each of the five proposal copies is to include a copy of the signed business information form. (c)

10.0 EVALUATION FACTORS

The proposal should address the factors outlined below:

10.1 Qualifications – you must have at least one person in a supervisory position that holds a valid qualified applicator license (QAL) with the appropriate categories [Food and Agricultural Code (FAC)].

10.2 Experience – must be experienced in providing pest control services in a residential environment. Have 12 months verifiable technical field experience in the past 24 months from another occupation.

10.3 Capacity – Ability to efficiently and effectively deliver pest control services, demonstrated understanding of the scope of work and ability to provide the required services.

10.4 Responsiveness of Proposal - The proposal will be evaluated for clarity and completeness of the submission including required certifications and documentation mentioned in Section 6.1. The Responder must demonstrate in the proposal(s) an understanding of the requirements set forth in this solicitation.

10.5 Price – Quoted fees must be reasonable. The quoted fees are not subject to increase during the effective period of the Notice of Award through the term of the proposed contract.

11.0 SELECTION PROCESS AND EVALUATION CRITERIA

11.1 General

Selection of the Responder(s) and award of any contract to render services pursuant to this RFP will be made in accordance with HUD and PBCHA procurement regulations. All responsive proposals received by the time and date specified in this RFP shall be evaluated by the RFP Evaluation Panel.

Each proposal shall be evaluated against the selection criteria set forth in this Section and scored on the basis of the information contained in the proposal. Factors not specified in the RFP shall not be considered. Each proposal will be considered on its own merit and not analyzed in comparison with other proposals. Each panel member assigning points shall provide a written narrative justification to support the score given.

The sum of the points assigned to a proposal by an individual panel member shall be known as the Responder's "**Raw Score**." Each Responder will receive a Raw Score from each voting panel member. In the presence of the entire evaluation panel, the evaluation panel chairperson shall fill out a composite worksheet displaying each panel member's Raw Score for each Proposal.

The chairperson shall then average all the panel members' Raw Scores for each Responder and post these numbers as the "**Panel Score**" for each Responder.

Each Proposal shall be rated as **competitive** or **uncompetitive** based on the Panel Score received. Proposals determined to be responsive (see Section 6.1) and that have a reasonable chance of award shall be included in the **competitive range**. PBCHA reserves the right to limit the number of Responders to be included in the competitive range.

Further, PBCHA reserves the right to establish a **minimum score** for the competitive range. Responders whose proposals are determined to be **unresponsive** will be excluded from the remainder of the selection process and notified accordingly.

11.2 Oral Presentation

At the sole discretion of PBCHA, Responders who are considered by the evaluation panel to be in the **competitive range**, based on the total scores received and relative rankings of Responders may be asked to make a presentation of the proposal during any negotiations that may be held. The purpose of the presentation will be to provide an opportunity to the Responder to clarify its proposal, respond to questions from PBCHA, and substantiate representations in the proposal. No comments about other Responders or other proposals will be permitted and Responders shall not be permitted to attend presentations by other Responders. A time limit for presentations shall be imposed. Responders invited to make presentations shall be informed of the date and time of the presentation and the time limit for completing such presentation. Evaluations may be revised based upon information provided by the Responders in the oral presentation.

11.3 Negotiations

Negotiations, oral and/or written, may be conducted on behalf of PBCHA, by authorized representatives, with all responsible Responders whose offers are within the competitive range. PBCHA reserves the right to conduct negotiations, oral and/or written, on any element of the contract including price, with all responsible Responders whose offers are within the competitive range.

11.4 Best and Final Offer

Responders in the competitive range will be provided an opportunity to change or revise their proposals to reflect any changes resulting from the negotiations, if any, in the form of a written “Best and Final Offer (“BAFO”),” within a deadline of not less than five (5) business days from notification by PBCHA, unless otherwise indicated by PBCHA in writing. The BAFO will be evaluated by the RFP Evaluation Panel based on the evaluation criteria stated in the RFP. Such BAFO will be treated as a firm proposal in place of the proposal originally submitted. If no revised proposal is received from any such Responders in the competitive range within the deadline provided for submitting the BAFO, the originally submitted proposal will be treated as the BAFO.

11.5

Selection Criteria

Selection of the Responders in the competitive range will be based on the criteria and rated according to the maximum available points. A sample is included in the chart below:

SELECTION CRITERIA	MAXIMUM POINTS
Qualifications – you must have at least one person in a supervisory position that holds a valid qualified applicator license (QAL) with the appropriate categories [Food and Agricultural Code (FAC)].	25
Experience – must be experience in providing pest control services in a residential environment. Have 12 months verifiable technical field experience in the past 24 months from another occupation.	25
Capacity - Ability to efficiently and effectively deliver pest control services, demonstrated understanding of the scope of work and ability to provide the required services.	15
Responsiveness of Proposal - The proposal will be evaluated for clarity and completeness of the submission including required certifications and documentation mentioned in Section 6.1.	10
Price – Quoted fees must be reasonable. The quoted fees are not subject to increase during the effective period of the Notice of Award through the term of the proposed contract.	25
TOTAL	100

ATTACHMENTS

The Responder is required to complete and submit the documents, certifications and representations attached hereto as part of the proposal package and shall be subject to the requirements therein.

This RFP includes the following Documents, Certifications and Representations:

HUD Documents

- HUD – 5369-B Instructions to Offerors – Non-Construction
- HUD – 5369-C Certifications and Representations of Offerors Non-Construction Contract
- HUD – 5370-C General Condition for Non-Construction Contracts

RFP Attachments

- G-1 Certification of Eligibility
- G-2 Affidavit of Non-Collusion
- G-3 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Conversion Transactions
- G-4 Conflict of Interest Certification
- G-5 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- G-6 Certification of Non-Segregated Facilities
- G-7 Clean Air and Water Certification
- G-8 Certificate of Independent Price Determination
- G-9 Certification Regarding Lobbying
- G-10 Authorization of Responder for Verification of Reference

M-1

Insurance Requirement Form

Palm Beach County Housing Authority

Properties Listing		
Location	Location Address	Unit Amount
Banyan Club Apartments	2300 Banyan Lane, WPB	148
Drexel House Apartments	1745 Drexel Road, WPB	100
Dyson Circle Apartments	4695 Dyson Circle North, WPB	134
Marshall Heights Apartments	2802 Ilex Court, South Bay	62
Schall Landing Apartments	2402 Schall Circle, WPB	75
Seminole Circle Apartments	6388 Seminole Circle, Lantana	75
South Bay Villas Apartments	151 Harrelle Drive, South Bay	65
Single Family Homes	Scattered Sites	45
NSP Homes	Scattered Sites	6

**Palm Beach County Housing Authority
Properties Square Footage**

Banyan Club Apartments					Built 1986
Bedroom	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
Qty	60	88	-	-	-
Sq. Ft.	550	782	-	-	-
Bathroom	1	2	-	-	-

Drexel Apartments					Built 1984
Bedroom	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
Qty	100	-	-	-	-
Sq. Ft.	595	-	-	-	-
Bathroom	1	-	-	-	-

Dyson Circle Apartments					Built 1974
Bedroom	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
Qty	50	12	30	36	6
Sq. Ft.	600	765	940	1175	1440
Bathroom	1	1	1	1.5	2

Marshall Heights Apartments					Built 1974
Bedroom	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
Qty	-	12	20	24	6
Sq. Ft.	-	765	940	1175	1440
Bathroom	-	1	1	1.5	2

Schall Landing Apartments					Built 1982
Bedroom	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
Qty	5	33	27	10	-
Sq. Ft.	675	900	1100	1200	-
Bathroom	1	1	1	2	-

Seminole Manor Apartments					Built 1981
Bedroom	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
Qty	5	33	27	10	-
Sq. Ft.	500	775	1100	1300	-
Bathroom	1	1	1	2	-

South Bay Villas Apartments					Built 1984
Bedroom	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
Qty	100	-	-	-	-
Sq. Ft.	595	-	-	-	-
Bathroom	1	-	-	-	-

Single Family Homes

Building #	Address	Sq. Ft.	Bed	Bath	Built
56	2123 NE 3 rd Street	685	2	1	1961
57	2031 NW 2 nd Street	766	2	1	1962
58	1960 NE 1 st Lane	1040	3	1	1961
60	237 NE 7 th Avenue	960	3	1	1962
61	610 NW 2 nd Street	1180	3	1	1961
62	808 NW 2 nd Court	960	3	1	1962
63	210 NE 16 th Court	960	3	1	1961
64	521 NW 9 th Avenue	1000	3	1	1961
65	229 NE 7 th Avenue	960	3	1	1962
66	2231 NW 2 nd Street	908	3	1	1962
67	1471 NW 2 nd Street	1040	3	1	1962
68	419 NW 8 th Ave.	1352	4	2	1962
69	6336 Seminole Circle	1024	2	1	1962
70	3618 Almar Road	1092	3	1	1962
71	3906 Pensacola Drive	924	3	1	1962
72	4745 Messina Terrace	1595	3	1	1962
73	4786 Poseidon Place	1665	4	2	1962
74	2404 Schall Circle	1024	2	1	1962
75	3500 North Seacrest Boulevard	600	2	1	1962
76	71 Ocean Parkway	1171	3	1	1962
77	2840 NE 4 th Street	1400	3	1	1962
78	2750 NE 4 th Street	1300	3	1	1962
79	131 NE 4 th Street	1000	3	1	1962
80	191 NW 21 st Avenue	1315	4	1	1962
81	2091 North Seacrest Boulevard	1370	3	1	1962
82	2070 NE 1 st Lane	1171	4	2	1962
83	2051 NE 1 st Lane	1056	3	1	1962
84	1901 NE 1 st Lane	1192	4	1	1962
85	1791 NE 2 nd Court	1223	4	2	1962
86	150 NE 17 th Avenue	1056	3	1	1962
87	101 NE 16 th Court	1198	4	2	1962
88	1691 North Seacrest Boulevard	1200	4	2	1962
89	1660 North Seacrest Boulevard	1056	3	1	1962
90	1650 North Seacrest Boulevard	1171	3	1	1962
91	317 NE 14 th Avenue	1067	3	1	1962
92	172 NW 14 th Avenue	1104	3	1	1962
93	181 NW 14 th Court	1635	4	2	1962
94	1477 NW 1 st Street	922	3	1	1962
95	402 NW 16 th Avenue	1056	3	1	1962
96	406 NW 15 th Avenue	1208	4	2	1962

Building #	Address	Sq. Ft.	Bed	Bath	Built
97	238 NE 7 th Avenue	1056	3	1	1962
98	117 NE 5 th Avenue	1040	2	1	1962
99	324 NW 2 nd Street	1000	2	1	1962
100	631 NW 5 th Street	1186	2	1	1962

NSP Homes

Address	Sq. Ft.	Bed	Bath
1231 La Costa Circle, Lantana, 33462	1230	3	2
4392 Weymouth Street, Lake Worth, 33461	1203	3	2
4044 Mandarin Blvd., Loxahatchee, 33470	1249	3	2
6664 4 th Street, Jupiter, 33458	1562	3	2
2841 Hiawatha Avenue, West Palm Beach, 33409	1240	3	2
433 Jennings Avenue, Greenacres, 33463	1394	4	2

Insurance Requirements (Form)

- (a) Commercial General Liability Insurance to include coverage for Premises Operations, Independent Contractors, and Broad Form Contractual Liability (defense costs excluded from face value of the policy)
- \$1,000,000 per occurrence
 - \$2,000,000 aggregate
 - \$2,000,000 Products & Completed aggregate
 - \$1,000,000 Personal & Advertising Injury
 - \$50,000 Fire Liability
 - \$5,000 Medical Payment
- (b) Worker’s Compensation and Employers Liability
- | | |
|---|------------------------|
| • Workers Compensation | State Statutory Limits |
| • Employers’ Liability | \$1,000,000 |
| • Employers’ Liability – Disease Policy limit | \$1,000,000 |
| • Employers’ Liability – Disease each person | \$100,000 |
- (c) Automobile Liability (covers all owned, non-owned and hired vehicles)
- \$100,000 Bodily Injury each person limit
 - \$300,000 Bodily Injury each accident limit
 - \$100,000 Property Damage each accident

All coverage must be with insurance companies or carriers rated for financial purpose as a “A-“or better whose policies cover risks located in the State of Florida.

All policies, except Workers’ Compensation, must include:

- (a) Punitive damage Coverage
- (b) Primary and Non-Contributory Wording
- (c) Cross Liability Coverage and Severability Endorsements

All policies shall endorse PBCHA as Additional Insured, with a Waiver of Subrogation, and the thirty (30) day notice of cancellation, material change or non-renewal in favor of PBCHA. If Vendor fails to obtain insurance policies required, PBCHA may immediately terminate the contract without further notice to the Vendor.

No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit, or to quantify the liability obligation assumed by the Vendor in accordance with requirements set forth in the Contract.

The undersigned authorized representative of the entity subcontracting herein certifies that the above stated insurance requirements can and shall be obtained by the entity upon

notification of contract award and submitted to PBCHA prior to start date of contracted services. The undersigned further certifies that this same insurance will be maintained in effect at all times during full term of Contract.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative