

The Central Falls Housing Authority

REQUEST FOR PROPOSALS (RFP)

No. 2021-002

Pest Control/Bed Bug Treatment Services



**EQUAL HOUSING
OPPORTUNITY**

REQUEST FOR PROPOSALS (RFP) No. 2021-002, Pest Control/Bed Bug Treatment Services

RFP Document

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INTRODUCTION

The Central Falls Housing Authority (hereinafter, “CFHA”) is a public entity that was formed in 1968 to provide federally subsidized housing and housing assistance to low-income families, within the city of Central Falls, RI. The CFHA is headed by an Executive Director (ED) and is governed by a five-person Board of Commissioners (for Central Falls Housing Authority) and a five-person Board for Central Falls Housing Authority and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the CFHA’s procurement policy. Though brought into existence by a Resolution of the city of Central Falls, it is a separate entity from the City.

At present, the CFHA owns and/or manages: (a) 202 Public Housing Units at Forand Manor pertaining to the CFHA, and (b) 125 Public Housing Units at Wilfrid Manor pertaining to the CFHA, for a total of 327 units. The CFHA has 593 Housing Choice Vouchers and currently has 22 total employees.

In keeping with its mandate to provide efficient and effective services, the CFHA is now soliciting proposals from qualified, licensed, and insured entities to provide the above noted services to the CFHA. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

RFP INFORMATION AT A GLANCE

[Table No. 2]

CFHA CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Ms. Duquette.)	Bridgett M. Duquette, Executive Director Telephone: 401-226-0764 E-mail: bridgett@cfhousing.org TDD/TTY: 800-545-1833, ext. 404
HOW TO OBTAIN THE RFP DOCUMENTS	1. Via Email Request to: erinc@cfhousing.org 2. Via pick up at the main offices. 3. Download from our website at www.cfhousing.org
PRE-PROPOSAL CONFERENCE	Not Applicable
QUESTION SUBMITTAL DEADLINE	*Friday, August 27, 2021, 10:00 AM ET
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	1. As instructed within Section 3.0 of the RFP document, submit 3 copies of your “hard copy” proposal to the CFHA Administrative Office.
PROPOSAL SUBMITTAL RETURN & DEADLINE	* Tuesday, August 31, 2021, 10:00 AM ET 30 Washington Street, Central Falls, RI 02863 (The proposed costs must be entered where provided for within the and the sealed “hard copy” proposal documentation must be received in-hand and time-stamped by the CFHA by no later than 10:00 AM ET on this date).

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- 1.0 **THE CFHA’S RESERVATION OF RIGHTS.** The CFHA reserves the right to:
 - 1.1 **Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the CFHA to be in its best interests.
 - 1.2 **Right to Not Award.** Not to award a contract pursuant to this RFP.
 - 1.3 **Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
 - 1.4 **Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
 - 1.5 **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the CFHA Contracting Officer (CO).
 - 1.6 **Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
 - 1.7 **Right to Reject any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
 - 1.8 **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
 - 1.9 **Right to Prohibit.** At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.

- 2.0 **SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The CFHA is seeking proposals from qualified, licensed, and insured entities to provide the following detailed services:
 - 2.1 **On-going Pest Control Treatment.** The pest control services proposed shall include a weekly inspection and treatment, if necessary, to both the interior and exterior of the building common areas. Weekly “spot” checks of ten units randomly selected will be inspected and treated if necessary. NOTE: “If necessary” means to ensure that the unit is free of pests.
 - 2.1.1 **Method.** The CFHA considers the services provided to be an Integrated Pest Management System; accordingly, the CFHA anticipates that the Contractor will first utilize “bait and trap” methods (including, but not limited to, jais baits, bait stations, broad spectrum residuals, and flushing agents), then, only utilize spraying if the “bait and trap” methods are not effective in eradicating the pests.
 - 2.1.2 **Products.** The products shall be applied in an effective manner in all rooms of the area. Prior to contract execution, the Contractor shall be required to submit manufacturer’s specifications sheets and MSDS sheets for all of the materials he/she will utilize on our sites to provide the services; use of

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such materials may be subject to the CFHA's approval. All such materials used shall be EPA-approved.

2.1.3 Pests. It is the CFHA's understanding and expectation that the services provided as detailed herein will be for the effective control of cockroaches, Asian beetles, box elder bugs, ants, mice, rodents, and spiders (and all other household and/or crawling insects; not including bed bugs, which are covered in the following Section 2.3 herein).

2.1.1.1 The Contractor shall guarantee that the areas will be free of the noted pests for the period of time until the next application. The CFHA realizes that the noted guarantees are contingent upon all areas within a building being treated within the same general period of time.

2.1.1.2 Any other pests not named within the preceding Section 2.1.3 (e.g. fleas) will be addressed on an as-needed basis, and as assigned by the CFHA, utilizing Pricing Items No. 10-12 detailed within the following Table No. 4 herein.

2.1.4 Notices from Contractor. The Contractor shall keep the CFHA Public Housing Manager fully informed of all pertinent issues during the treatment process, and shall submit, in writing, within 1 work day of discovery of such, notice of any and all problems relating to the treatment process or of any note-worthy conditions within the development that pertain to or affect the pest control treatment process.

2.1.5 Completion of Work at each Site. At the completion of each treatment the Contractor shall obtain the signature of the CFHA Public Housing Manager on the Contractor's work order form, thus affirming that all work listed thereon was completed to the Manager's satisfaction. A copy of this form shall be submitted by the Contractor along with the billing invoice the Contractor submits to the CFHA accounts payable office for payment.

2.1.6 Vacancy Treatment. The CFHA may, from time-to-time, negate the effectiveness of the pest control treatment in a unit by painting over the treated areas. The CFHA shall retain the right to require the Contractor to return to any such unit or area and again provide the treatment at the applicable unit price proposed for that unit/area.

2.1.7 Call-back Response. The Contractor shall, if directed by the designated CFHA representative, respond to the site within 1 work day of being notified that corrections need to be made. All "call-backs" and ensuing additional treatment(s) during any guarantee period shall be at "no charge" to the CFHA, unless an action by the or a CFHA resident (e.g. denied entry; poor housekeeping; lack of action or response or by the CFHA manager; etc.), documented by the Contractor at the original time of occurrence and delivered to the CFHA in a timely manner, precluded the Contractor from being able to guarantee the original service—in this case the Contractor shall be entitled to additional payment for the additional service.

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- 2.1.8 Entry into Units.** The CFHA residents have been informed that they cannot deny entry to the pest control contractor. If such denial does occur, the Contractor must immediately (within 1 hour) verbally inform the A CFHA Public Housing Manager at that development of such; and then must follow in writing within 1 work day. The notice must be delivered to the CFHA contract in writing within 1 day even if the Manager obtains entry for the Contractor.
- 2.2 As-needed Bed Bug Treatment.** It is the understanding of the CFHA that there are a number of methods in which the Contractor can provide bed bug treatment services, including Chemical Treatment (Lot #2, Table No. 4a following herein), and Heat Treatment (Lot #3, Table No. 4b following herein). The CFHA is not dictating which method will be utilized; however, whichever method is proposed by each proposer, each such proposer shall guarantee the positive effectiveness of such treatment.
- 2.2.1 All-inclusive.** The Contractor shall furnish all labor, material, equipment and supervision to perform a program of the elimination of bed bugs on an “as needed basis” in CFHA units within all applicable local, State, and Federal requirements.
- 2.2.2 As-needed Basis.** A program of bed bug elimination must be performed after bed bugs are discovered. All such individual services will be performed at the discretion of the CFHA after issuance of a task order.
- 2.2.3 Treatment.** Treatment of the infected areas shall be conducted on an as-needed basis only with the prior written approval of the CFHA. Treatments shall be applied to all areas of the affected unit.
- 2.2.4 Bed Bug Management Plan/Protocol.** The Contractor’s Bed Bug Management Plan/Protocol shall be submitted to the CFHA within 30 days after contract execution. Acceptance of such Plan/Protocol shall be at the CFHA’s discretion; revisions thereto shall be submitted by the Contractor to the CFHA and shall also be at the CFHA’s discretion. The Plan/Protocol shall include current labels and Material Safety Data Sheets (MSDS) of pesticides to be used, and brand names of pesticides application equipment.
- 2.2.5 Equipment; Supplies; Materials.** As a part of the fees, the Contractor shall supply any and all such items needed to provide the services detailed herein; meaning, the CFHA shall not pay any additional fees for such.
- 2.3 As-needed Termite Treatment.** The CFHA may request treatment of buildings for subterranean termites. The successful proposer must have a valid state termite applicator license and all treatments used are to be within all applicable local, State, and Federal guidelines.
- 2.3.1 All-inclusive.** The Contractor shall furnish all labor, material, equipment and supervision to perform a program of the treatment of subterranean

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termites on an “as needed basis” in CFHA units within all applicable local, State, and Federal requirements.

2.3.2 As-needed Basis. A program of termite elimination must be performed after termite damage is discovered. All such individual services will be performed at the discretion of the CFHA after issuance of a task order.

2.3.3 Treatment. Treatment of the infected areas shall be conducted on an as-needed basis only with the prior written approval of the CFHA. Treatments shall be applied to all areas of the affected unit.

2.3.4 Termite Management Plan/Protocol. The Contractor’s Termite Management Plan/Protocol shall be submitted to the CFHA within 30 days after contract execution. Acceptance of such Plan/Protocol shall be at the CFHA’s discretion; revisions thereto shall be submitted by the Contractor to the CFHA and shall also be at the CFHA’s discretion. The Plan/Protocol shall include current labels and Material Safety Data Sheets (MSDS) of pesticides to be used, and brand names of pesticides application equipment. The CFHA will not dictate which termite treatment should be utilized; however, whichever method is proposed by the successful proposer, they shall guarantee the positive effectiveness of such treatment.

2.3.4.1 The general scope of work required shall include, but not limited to, the initial inspection of accessible areas of each structure; preparation and submission of a Termite Treatment plan for each structure containing active termite colonies and/or damages.

2.3.4.2 Subterranean termite treatment and control as required herein shall consist of chemically treating the soil and base of the structure in a manner that prevents any termites existing within the structure.

2.3.4.3 After initial treatment annual inspections are required on the treated buildings during their warranty period.

2.3.4.4 Each treated building and/or related structure shall be guaranteed for a period of two (2) years against further attacks and damage from subterranean termites following application of initial treatment and any subsequent treatment. Any and all new damages to the structure caused by subterranean termites during the two (2) year warranty period shall be repaired by the successful proposer at no additional cost.

2.3.5 Equipment; Supplies; Materials. As a part of the fees, the Contractor shall supply any and all such items needed to provide the services detailed herein; meaning, the CFHA shall not pay any additional fees for such.

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- 2.4 **Service Locations.** CFHA sites to be treated are identified within Attachment H, attached hereto and within the following Section 3.2, Tables No. 4, 4a, 4b, and 4c. herein.
- 2.5 **Previous/Current Contractor(s).** The CFHA’s current contractor for these services is A&D Professional Pest Elimination, 203 Concord Street, Suite 313, Pawtucket, RI 02860.

3.0 PROPOSAL FORMAT.

3.1 **Tabbed Proposal Submittal.** The CFHA intends to retain the Contractor pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value,” in that the CFHA will, as detailed within the following Section 4.0 herein, consider factors other than just cost in making the award decision). Therefore, so that the CFHA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the CFHA has published herein or has issued by addendum.

[Table No. 3]

RFP Section	Tab No.	Description
3.1.1	1	Form of Proposal. This Form is attached hereto as Attachment A to this RFP document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services. The proposer shall place under this tab documentation further explaining the proposer’s services and showing how the proposer intends to fulfill the requirements of the preceding Section 2.0 herein, including, but not limited to:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer’s DEMONSTRATED UNDERSTANDING of the CFHA’S REQUIREMENTS .
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the QUALITY of the TECHNICAL APPROACH and the SERVICES

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		PROPOSED.
3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer's TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN .
3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 5 herein, the proposer's DEMONSTRATED RELEVANT EXPERIENCE in performing similar work and SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means. (NOTE: The CFHA will place particular emphasis on the proposer's Experience and Performance with other Public Housing Authorities and/or with other private multi-family developments).
3.1.4.5		If appropriate, how staff are retained, screened, trained and monitored.
3.1.4.6		The proposed quality assurance program.
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of submission of such reports (i.e. written; fax; Internet; etc.).
3.1.4.8		A complete description of the products and services the firm provides.
3.1.5	5	Managerial Capacity/Financial Viability/Staffing Plan. The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart).
3.1.6	6	Client Information. The proposer shall submit a listing of former or current clients, including Public Housing CFHA, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number and e-mail address;
3.1.6.4		A brief narrative description and scope of the service(s) and the dates the services were/are provided.
3.1.7	7	Equal Employment Opportunity/Supplier Diversity. The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (e.g. small,

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		minority-, and women-owned businesses).
3.1.8	8	Subcontractor/Joint Venture Information (Optional Item). The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	9	Section 3 Business Preference Documentation (Optional Item). For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.
3.1.10	10	Other Information (Optional Item). The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the CFHA in its evaluation.
3.1.11	Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the “Optional” tabs), please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” <u>DO NOT</u> eliminate any of the tabs.	
3.1.12	Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the CFHA can, if needed, remove the binding (i.e. “spiral-type” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.	
3.1.13	PERTAINING TO ATTACHMENT I, Breakdown of Costs Proposed for Lot #1. Proposers are not required to complete and submit this form as a part of the proposal submittal detailed within this Table; rather, this Attachment I may/will be utilized for two purposes:	
3.1.13.1	This form, utilizing the calculations thereon, may be utilized by a proposer to calculate the costs that he/she submits in response to Pricing Items No. 1-7; and	
3.1.13.2	The successful proposer will, at some point after the posted submittal deadline, be required to complete and submit this form to the CFHA within 5 business days of being instructed to do so by the CFHA. NOTE: The calculated totals pertaining to this form for each Site thereon must correspond exactly with the total sums proposed for each site for each of Pricing Items No. 1-7.	

3.2 Entry of Proposed Fees.

3.2.1 *The proposed fees shall be submitted by the proposer and received by the CFHA where provided within the 10-tab “hard copy” proposal*

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submittal detailed within Section 3.0—any proposer that does so may, at the CFHA’s discretion, be rejected without further consideration.

3.2.2 Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful proposer will incur including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel; and document copying not specifically agreed to by the CFHA; etc.

[Table No. 4]

RFP Section	Pricing Item No.	Site Description			Reference Section within Attachment I
3.2.2.1	Lot #1: On-going Weekly Pest Control Services				
	Firm-fixed Fee for Annual Services for each of the following CFHA Sites. NOTE: For a full detailed description of the services at each following noted Site, and for a full calculation pertaining to each of the following firm-fixed fees, please see Attachment I, attached hereto.				
3.2.2.1.1	1	Site No. 1: Forand Manor Complex			1.0
3.2.2.1.2	2	Site No. 2: Wilfrid Manor Complex			2.0
RFP Section	Pricing Item No.	Qty	U/M	Description	
3.2.2.1.3	Potential Additional Labor/Materials (that may be needed for services not already provided for herein for within the Preceding Pricing Items No. 1-2)				
3.2.2.1.3.1	3	1	Hours	Pest Control Technician - Site No. 1 - Forand Manor Complex	
3.2.2.1.3.2	4	1	Hours	Pest Control Laborer - Site No. 1 - Forand Manor Complex	
3.2.2.1.3.3	5	1	Hours	Pest Control Technician - Site No. 2 - Wilfrid Manor Complex	
3.2.2.1.3.4	6	1	Hours	Pest Control Laborer - Site No. 2 - Wilfrid Manor Complex	
3.2.2.1.3.5	7		Dollars	Additional supplies/materials that may be needed for additional services that the Contractor is not otherwise already herein required to provide as a part of the proposed fees for Pricing Items No. 1-2; meaning, this Pricing Item will also support any services required by the CFHA pertaining to the preceding Pricing Items No. 3-6.	

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				[NOTE: Prior to entering a cost for this Pricing Item, we encourage all proposers to carefully review and comply with the instructions detailed within the following Section 3.3.2.6 herein.]
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[Table No. 4a]

RFP Section	Pricing Item No.	Qty	U/M	Description
3.2.2.2	Lot #2: Bed Bug Chemical Treatments (As-needed Basis)			
3.2.2.2.1	Bed Bug Chemical Treatments (Per Unit)			
3.2.2.2.1.1	8	1	Unit Treatment	1-bedroom Units (299/total existing units)
3.2.2.2.1.2	9	1	Unit Treatment	2-bedroom Units (6/total existing units)
3.2.2.2.1.3	10	1	Unit Treatment	0-bedroom Units (22/total existing units)
3.2.2.2.1.4	Mattress Covers			
3.2.2.2.1.5	11	1	Each	Size: Twin
3.2.2.2.1.6	12	1	Each	Size: Full
3.2.2.2.1.7	13	1	Each	Size: Queen
3.2.2.2.1.8	14	1	Each	Size: King
3.2.2.2.1.9	15	1	Each	Size: California King

[Table No. 4b]

RFP Section	Item No.	Qty	U/M	Description
3.2.2.3	Lot #3: Bed Bug Heat Treatments (As-needed Basis)			
3.2.2.3.1	Bed Bug Heat Treatments (Per Unit)			
3.2.2.3.1.1	16	1	Unit Treatment	1-bedroom Units (299/total existing units)
3.2.2.3.1.2	17	1	Unit Treatment	2-bedroom Units (6/total existing units)
3.2.2.3.1.3	18	1	Unit Treatment	0-bedroom Units (22/total existing units)
3.2.2.3.2	Additional Potential Labor/Materials (that may be needed for services not already provided for herein for Bed Bug Services Heat Treatments, Pricing Items No. 16-18)			
3.2.2.3.2.4	Mattress Covers			
3.2.2.3.2.4.1	19	1	Each	Size: Twin
3.2.2.3.2.4.2	20	1	Each	Size: Full

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3.2.2.3.2.4.3	21	1	Each	Size: Queen
3.2.2.3.2.4.4	22	1	Each	Size: King
3.2.2.3.2.4.5	23	1	Each	Size: California King

[Table No. 4c]

RFP Section	Pricing Item No.	Qty	U/M	Description
3.2.2.4	Lot #4 Termite Treatments			
3.2.2.4.1	Termite Treatments (Linear Feet)			
3.2.2.4.1.1	24	2,000	Linear Foot	Termite Treatment
3.2.2.4.2	Legend (information): “*” Approximate” Average Unit Size, square footage of floor area; “s/f” = square feet; “l/f” = linear feet			

3.3 Additional Information Pertaining to the above Pricing Items. In addition to the following information, all proposers are hereby made aware that we have denoted the square footage (s/f) figures as “Average” because some unit sizes may vary. Also, responsibility lies with the Contractor to verify that the CFHA’s listed “s/f” figures are accurate (and to inform the CFHA in writing of any discrepancies discovered).

3.3.1 Quantities. All quantities entered by the CFHA herein (especially within the immediate preceding Tables No. 4, 4a, 4b, and 4c herein) and within the corresponding Pricing Items within the documents are for calculating purposes only. As may be further detailed herein, the CFHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract will be a Requirements Contract, in that the CFHA shall retain one contractor only and shall retain the right to order from that contractor (successful proposer), on a task order basis, any amount of services the CFHA requires. Please note the immediate following exception to the aforementioned “Requirements Contract” language.

3.3.1.1 Exception to 3.3.1. Though the CFHA anticipates that it will may award to one firm only per Lot, the CFHA retains the right to, at any time during the ensuing contract period(s), complete award to more than one contractor if the CFHA determines that such is in its best interests (this may especially occur if the CFHA decides that it is in its best interests to complete awards to different firms for the Pest Control Services and either of the Bed Bug Services. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:

3.3.1.1.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount. As may be further

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detailed herein, most specifically within the preceding Section 3.3.1.1, if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the CFHA to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required annual minimum and maximum contract levels are: (a) GCMA: \$1,000; (b) NMCA: \$100,000 (each shall be annual amounts).

3.3.1.2 How we arrived at each of the quantities for “Bed Bug Services” identified within the preceding Tables No. 4a (Pricing Items No. 8-15), and No. 4b (Pricing Items No. 16-23). Pertaining to the Bed Bug Services at each of the developments, we have entered a quantity of “1” for each bedroom size. We hereby disclose that bed bug infestation has not been an extensive or on-going problem in the past (our records show that we have had approximately 20 units treated during the past 2 years). Accordingly, the quantity of “1” that we have entered is not based on any estimate or historical patterns, but to ensure that we have a quantity to utilize to calculate the cost offers. As we stated previously, such services will be ordered by the CFHA on an as-needed basis only.

3.3.2 **Entry of Fees.** Proposers are required to submit proposed costs, where provided for, within the proposal. Whereas no additional proposed costs can or will be received after the proposal submittal deadline, any proposer that does not submit proposed pricing where provided for on-line shall be rejected without further consideration.

3.3.2.1 **Warning! Realistic Proposed Cost for the Pricing Items.** Each proposer is strongly encouraged to enter where provided within the proposal a realistic cost for each Pricing Item listed within the preceding Tables No. 4, 4a, 4b, and 4c herein. For example, if the Contractor enters \$1.00 per hour for an “hourly” Pricing Item, then the \$1.00 per hour is what the Contractor will charge the CFHA for the work that the CFHA may retain the Contractor to provide if the CFHA deems such retention is in the CFHA's best interests to do so. Further, if, despite this warning, the Contractor proposes a very low fee that the CFHA deems is not realistic, then the CFHA reserves the right to require the Contractor to, at contract execution, present a cash bond in a suitable amount (e.g. \$5,000.00) to ensure that the Contractor will fulfill his/her obligation in this matter. If the Contractor does not at any time fulfill his/her obligation in this matter (e.g. does not provide the services for the fee bided), then the bond

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shall be forfeited in the amount the CFHA needs to award the services to another firm.

3.3.2.2 No Negotiation of Proposed Fees after the Submittal Deadline. The CFHA WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, proposers are strongly cautioned to submit a realistic price for each Pricing Item identified within the preceding Tables No. 4, 4a, 4b, and/or 4c herein that the proposer chooses to submit a proposed cost for.

3.3.2.3 Review the Entry of Proposed Fees. The CFHA strongly recommends that each proposer print a copy and review the entry to ensure that the proposer has entered the proposed fees correctly and as the proposer intended to meet the requirements herein. The proposer will NOT be able to correct this entry after the posted deadline has expired, which means that the CFHA will utilize such entry, correct or incorrect, to make a determination as to the apparent low proposer, either per Lot or in total, as either may apply.

3.3.2.4 Entry of Fees/Lots. A proposer may propose services as follows:

3.3.2.4.1 A proposer may propose costs (and services) for:

3.3.2.4.1.1 Just Lot #1 (as detailed within the preceding Table No. 4 herein); or

3.3.2.4.1.2 Just Lot #2 (as detailed within the preceding Table No. 4a herein); or

3.3.2.4.1.3 Just Lot #3 (as detailed within the preceding Table No. 4b herein); or

3.3.2.4.1.4 Just Lot #4 (as detailed within the preceding Table No. 4c herein); or

3.3.2.4.1.5 A proposer may propose costs (and services) for any combination of the noted Lots, including all lots.

3.3.2.4.2 If a proposer wishes to propose a cost for any Pricing Item within any Lot, he/she must propose a cost (and therefore services) for all Pricing Items within such Lot; meaning, a proposer shall not be allowed to “pick and choose” which Pricing Items (or services) listed within each Lot that the proposer may wish to respond to.

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3.3.2.4.2.1 If a proposer does not want to submit any pricing within a Lot (and therefore does not want to propose any services for such Lot), then all the proposer needs to do is ignore that Lot (meaning, not submit any proposed pricing at all). If a proposer enters an unrealistic price such as “.01” for Pricing Items within a Lot, then the CFHA will most likely revert to the procedure detailed within the preceding Section 3.3.2.1 herein.

3.3.2.5 Determination of the Lowest Calculated Cost. After a proposer has entered where provided within the proposal the proposed unit costs by the listed quantities. The total sum of all the line items proposed for each Lot will determine the lowest proposer for each such Lot.

3.3.2.5.1 Assumption. Pertaining to the Pricing Items, it shall be the CFHA’s assumption that, pertaining to the services listed, each proposer has:

3.3.2.5.1.1 Within the preceding Table No. 4, based his/her proposed pricing for Pricing Items 1-7 upon the proposed rates submitted by the proposer for Pricing Items No. 1-7; and

3.3.2.5.1.2 Within the preceding Table No. 4a, based his/her proposed pricing for Pricing Items 8-15 upon the proposed rates submitted by the proposer for Pricing Items No. 8-15 (as may be applicable); and

3.3.2.5.1.3 Within the preceding Table No. 4b, based his/her proposed pricing for Pricing Items 16-23 upon the proposed rates submitted by the proposer for Pricing Items No. 16-23 (as may be applicable); and

3.3.2.5.1.4 By submitting a price in response to this RFP, the proposer (including the successful proposer) automatically agrees that such is accurate. Accordingly, the CFHA may use such assumption, if

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necessary, to do any lump-sum price breakdown calculation that may be needed during the ensuing contract period(s).

3.3.2.6 Supplies/Materials (Pricing Items No. 7). Each proposer shall enter pricing for these Pricing Items where provided for within the proposal as a percentage over cost. For instance, if the proposer wishes to provide such items at cost, he/she shall enter "1.00" within the cost area for this item; if the proposer wishes to provide such materials at 30% over cost, he/she shall enter "1.30" within the cost area for this item; and so forth. Please note that this fee proposed shall include the cost of picking up the supplies/materials at the source of supply and delivering such to the work site, meaning, all costs shall be F.O.B. the CFHA site. Also, the CFHA reserves the right to:

3.3.2.6.1 Require the Contractor to garner such needed supplies directly from the CFHA; and/or

3.3.2.6.2 Procure directly from a supplier of the CFHA's choosing any supplies/materials that the Contractor may require to provide the services.

3.3.2.6.3 In any case, the CFHA anticipates (and shall require) that the Contractor will procure such supplies/materials from suppliers at a fair and reasonable "market rate" cost. The CFHA reserves the right to not reimburse the Contractor for any portion of any such costs that are deemed by the CFHA to be unfair and unreasonable ("deemed," meaning in the opinion of the CFHA based on a comparison of such costs with costs for similar items that may have been or could have been procured as detailed within the immediate preceding Section 3.3.2.6.2).

3.3.2.6.4 Please note that the information within the immediate-following Section 3.3.3 herein does not apply to the supply rates identified within this Section 3.3.2.6; meaning, the "percentage of cost rate" proposed will remain set throughout the ensuing contract periods.

3.3.2.7 Prior CFHA Approval Required. Please note that the successful proposer shall NOT conduct any work without the prior written authorization of the CFHA representative (this "prior written authorization" may take the form of an email sent to the successful proposer by the CFHA and acknowledged by return email by the successful proposer). Failure to abide by this

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directive shall release the CFHA of any obligation to pay the successful proposer for any work conducted without the noted prior written authorization.

3.3.3 Potential Escalation of Rates. At the discretion of the CO, at the end of the three year contract period, if awarded (and at the end of any ensuing extended contract period), there may be an escalation of costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar Producer Price Index (PPI) ["most similar," as determined by and at the sole discretion of the CFHA]. For example, if, at the end of the first contract period the listed rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the CO's discretion, be entitled to a 5% increase in the rates that he/she submitted in response to this RFP. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed rate.

3.3.3.1 Notification must be received from the Contractor. The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.

3.3.3.2 Right to Reject. As stated within the preceding Section 3.3.3 herein, the CFHA reserves the right to reject any such request for an increase in fees if the CFHA feels doing so is in its best interests. Similarly, the successful proposer has the right to terminate services if the CFHA rejects the request for an increase. This will occur in the following manner (procedure):

3.3.3.2.1 Step No. 1. The successful proposer submits his/her written request for an increase, accompanied by the required documentation, to the CFHA CO within the required 60-day period (please see the preceding Section 3.3.3.1 herein);

3.3.3.2.2 Step No. 2. The CFHA considers the requested increase and, within 10 days of receipt of such, issues a written response to the successful proposer as to if the request is approved or rejected;

3.3.3.2.3 Step No. 3. If rejected and the successful proposer wishes to, as a result, cease providing the services to the CFHA, the successful proposer has 10 days from the receipt of the written notice of rejection to deliver to the CFHA CO a written notice that he/she is hereby invoking his/her right

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to discontinue the services within 120 days of the date this notice was delivered to the CFHA (the specific date 120-days hence shall be written within the notice);

3.3.3.2.4 Step No. 4. The CFHA will then endeavor to ensure that the CFHA makes other arrangements to replace the successful proposer (e.g. contract with another firm; do the services in-house; etc.) as the Contractor for the applicable services; further, if such other arrangements are completed by the CFHA prior to the aforementioned 120-day date, the CFHA shall retain the right to deliver to the original successful proposer, a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the CFHA may, at its discretion, shorten with such written notice).

3.3.4 No Deposit/No Retainer. The CFHA will NOT pay any deposit or retainer fees as a result of award of the ensuing contract. This means that the CFHA will pay the successful proposer(s) for the firm-fixed fees or, in the case of the potential additional consulting hourly fee, actual hours worked only. The Contractor will be required to submit a full back-up detail of all hours worked, listed by no less than the “15-minute” standard pertaining to any hourly Pricing Item.

3.3.5 Prior CFHA Approval Required. Please note that the successful proposer shall NOT conduct any work without the prior written authorization of the CFHA representative. Failure to abide by this directive shall release the CFHA of any obligation to pay the successful proposer for any work conducted without the noted prior written authorization.

3.4 Proposal Submission. All pricing must be entered where provided within the “hard-copy” proposals must be submitted and time-stamped received in the designated CFHA office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked “ORIGINAL”) and 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the “hard copy” proposal submittal, shall be placed unfolded in a sealed package and addressed to:

**The Central Falls Housing Authority
Attention: Bridgett M. Duquette, Executive Director
30 Washington Street, Central Falls, RI 02863**

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- 3.4.1 Sealed Submission Package Labeling.** The package exterior must clearly denote the above noted RFP number and must have the proposer’s name and return address.
- 3.4.2 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the CFHA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the CFHA decides that any such entry has not changed the intent of the proposal that the CFHA intended to receive, the CFHA may accept the proposal and the proposal shall be considered by the CFHA as if those additional marks, notations, or requirements were not entered on such
- 3.4.3 Submission Responsibilities.** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the CFHA, including the RFP document, the documents listed within the following Section 3.8, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the CFHA requirements contained within the documents may cause that proposer to not be considered for award.
- 3.5 Proposer’s Responsibilities – Contact with the CFHA.** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CO only. Proposers must not make inquiry or communicate with any other CFHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the CFHA to not consider a proposal submittal received from any proposer who may not have abided by this directive.
- 3.5.1 Addendums.** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—”substantive” meaning, when decisions pertaining to the RFP are made—between the CFHA and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her

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answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

3.6 Proposer's Responsibilities – Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the CFHA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.6.1 Within 2 CFR §200.321 it states:

3.6.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

3.6.1.2 (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.6.1.3 (2) Affirmative steps must include:

3.6.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.6.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3.6.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

3.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

3.6.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development CFHA of the Department of Commerce; and

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3.6.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.6.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

3.6.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the [CFHA] shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [CFHA] contracting.

3.6.2.2 Section 15.5.B, Goals. [The CFHA] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.6.3 Within our CFHA Procurement Policy it states that our CFHA will:

3.6.3.1 Assistance to Small and Other Business, Required Efforts:

3.6.3.1.1 Including such firms, when qualified, on solicitation mailing lists;

3.6.3.1.2 Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;

3.6.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

3.6.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

3.6.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development agency of the Department of Commerce;

3.6.3.1.6 Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment

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for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and

3.6.3.1.7 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.6.4 Requirements. Accordingly, please see Section 3.1.7 within Table No. 4 herein which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

3.7 Pre-proposal Conference. There is not a pre-proposal conference scheduled in conjunction with this RFP.

3.8 Recap of Attachments. It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

[Table No. 5]

RFP Section	Document No.	Attachment	Description
3.8.1	1.0		This RFP Document
3.8.2	2.0	A	Form of Proposal
3.8.3	3.0	B	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.8.4	4.0	C	Profile of Firm Form
3.8.5	5.0	D	Section 3 Form Submittal Form
3.8.5.1	5.1	D-1	Section 3 Explanation
3.8.6	6.0	E	form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.8.7	7.0	F	<i>Supplemental Instructions To Proposers & Contractors (SIPC)</i>
3.8.8	8.0	G	Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the CFHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the CFHA feels it is in its best interests to do so)
3.8.8.1	8.1	G-1	Sample Contract Appendix No. 1: form HUD-

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			5370-C (01/2014), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
3.8.8.2	8.2	G-2	Sample Contract Appendix No. 2: form HUD-5370-C (1/2014), <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>
3.8.8.3	8.3	G-3	Sample Contract Appendix No. 3: <i>Section 3 Plan</i>
3.8.9	9.0	H	<i>Agency Profile of Properties</i>
3.8.10	10.0	I	<i>Breakdown of Costs Proposed for Lot #1</i>
3.8.10.1	10.1	I-1	<i>Breakdown of Costs Proposed for Lot #2</i>
3.8.10.2	10.2	I-2	<i>Breakdown of Costs Proposed for Lot #3</i>
3.8.10.3	10.3	I-3	<i>Breakdown of Costs Proposed for Lot #4</i>

4.0 PROPOSAL EVALUATION.

4.1 **Objective/Subjective Evaluation Factors.** The following factors will be utilized by the CFHA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal and on-line (specifically, the pricing submitted on-line):

[Table No. 6]

Factor No.	Maximum Point Value	Factor Type	Factor Description
1	30 points	Objective	The PROPOSED COSTS submitted by the proposer.
2	10 points	Subjective (Technical)	The proposer's DEMONSTRATED UNDERSTANDING of the CFHA'S REQUIREMENT.
3	10 points	Subjective (Technical)	The QUALITY of the TECHNICAL APPROACH and the SERVICES PROPOSED.
4	10 points	Subjective (Technical)	The proposer's TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN.
5	30 points	Subjective (Technical)	The proposer's DEMONSTRATED RELEVANT EXPERIENCE in performing similar work and SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means. (NOTE: The CFHA will place particular emphasis on the proposer's Experience and Performance with other Public Housing Authorities and/or with other private multi-family developments).

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6	10 points	Subjective (Technical)	The OVERALL QUALITY, ORGANIZATION, and PROFESSIONAL APPEARANCE of the PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
	100 points		Total Points (other than preference points)

***NOTE:** Points will be awarded for each Subjective Factor by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within his/her proposal.

4.1.1 Preference Evaluation Factor. The following factors will be utilized by the CO to evaluate each proposal submittal received:

[Table No. 6a]

Factor No.	Maximum Point Value	Factor Type	Factor Description
7		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION. A firm may qualify for Section 3 status as detailed within Attachments D and D-1 (NOTE: A max of 15 points awarded).
7a	15 points		Priority I, Category 1a. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
7b	13 points		Priority II, Category 1b. Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
7c	11 points		Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
7d	9 points		Priority IV, Category 2b. Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
7e	7 points		Priority V, Category 3. Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered

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			assistance is expended.
7f	5 points		Priority VI, Category 4a. Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
7g	3 points		Priority VII, Category 4b. Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
7h	15 points		Maximum Available Preference Points (Additional)
	115 points	Total Possible Points	

4.2 Evaluation Method.

4.2.1 Initial Evaluation for Responsiveness. Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

4.2.2 Evaluation Packet. An evaluation packet will be prepared for each evaluator, including the following documents:

- 4.2.2.1 Instructions to Evaluators;
- 4.2.2.2 Proposal Tabulation Form;
- 4.2.2.3 Written Narrative Form for each proposer;
- 4.2.2.4 Recap of each proposer’s responsiveness;
- 4.2.2.5 Copy of all pertinent RFP documents.

4.2.3 Evaluation Committee. The CFHA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.5 of this document, the designated CO is the only person at the CFHA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

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4.2.4 Evaluation. The CO will evaluate and award points pertaining to Evaluation Factors No. 1 and 7 (the “Objective” Factors). The appointed evaluation committee, independent of the CO or any other person at the CFHA, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3, 4 and 5 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

4.2.4.1 Points Awarded Range. Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFP are shaded—please also see the Evaluation Factors detailed within the preceding Section 4.1):

[Table No. 7]

Classification*	Rating	%	10	100**
Acceptable	Excellent	95%/+	10	95-100
Acceptable	Very Good	90%/+	9	90-94
Potentially Acceptable	Good	80%/+	8	80-89
Potentially Acceptable	Average	70%/+	7	70-79
Unacceptable	Poor	<70%	0-6	0-69
*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.				
**Total available points to be awarded, including cost points, minus preference points.				

4.2.5 Potential “Competitive Range” or “Best and Finals” Negotiations. The CFHA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the CFHA in as timely a manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

4.2.6 Determination of Top-ranked Proposer. Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the CFHA’s option, be conducted prior to or after the BOC approval.

4.2.6.1 Minimum Evaluation Results. To be considered to receive an award a proposer must receive a total calculated average of at

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least 70 points (of the 115 total possible points detailed within Section 4.1 herein).

4.2.6.2 Ties. In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

4.2.7 Notice of Results of Evaluation. If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

4.2.7.1 Which proposer received the award;

4.2.7.2 Where each proposer placed in the process as a result of the evaluation of the proposals received;

4.2.7.3 The cost or financial offers received from each proposer;

4.2.7.4 Each proposer’s right to a debriefing and to protest.

4.2.8 Restrictions. All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the CFHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the CFHA evaluation committee.

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5.0 CONTRACT AWARD.

5.1 Contract Award Procedure. If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

5.1.1 By completing, executing and submitting a proposal, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the CFHA, either in hard copy or on the eProcurement Marketplace,” including the contract clauses already attached as Attachments G and G-1 through G-4, each attached hereto. Accordingly, the CFHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the CFHA pursuant to this RFP:

5.2.1 Contract Form. The CFHA will not execute a contract on the Contractor’s form—contracts will only be executed on the CFHA form (please see Sample Contract, Attachments G and G-1 through G-4 each attached hereto), and by submitting a proposal the Contractor agrees to do so (please note that the CFHA reserves the right to amend this form as the CFHA deems necessary). However, the CFHA will during the RFP process (prior to the posted question deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the CFHA to do so; but the failure of the CFHA to include such clauses does not give the Contractor the right to refuse to execute the CFHA’s contract form. It is the responsibility of each prospective proposer to notify the CFHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The CFHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the CFHA’s response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.1.1 Mandatory HUD Forms. Please note that the CFHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

5.2.2 Assignment of Personnel. The CFHA shall retain the right to demand and receive a change in personnel assigned to the work if the CFHA believes that such change is in the best interest of the CFHA and the completion of the contracted work.

5.2.3 Unauthorized Sub-contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be

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void and may result in the cancellation of the contract with the CFHA, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

- 5.3 Contract Period.** The CFHA anticipates that it will initially award a contract for the period of 3 years with the option, at the CFHA's discretion, of 1 additional two-year periods, for a total maximum contract period of 5 years.
- 5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *Contractor* will be required to provide:
- 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
- 5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the CFHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the CFHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000);
- 5.4.3 Professional Liability Insurance.** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000);
- 5.4.4 Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
- 5.4.5 City/County/State Business License.** If applicable, a copy of the proposer's business license allowing that entity to City of Central Falls and/or the State of Rhode Island.
- 5.4.6 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the

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necessary documents from the successful proposer prior to contract execution).

- 5.5 **Right to Negotiate Final Fees.** The CFHA shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the CFHA’s options, be the basis for the beginning of negotiations. Such negotiations shall begin after the CFHA has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the CFHA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The CFHA shall also retain the right to negotiate with and make an award to more than one proposer.
- 5.6 **Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- 5.7 **Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the CFHA within 10 work days of notification by the CFHA.

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