



Procurement Department

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**REQUEST FOR PROPOSALS**

**FOR**

**Pest Control Services for  
Beacon Communities**

**FOR**

**HOUSING AUTHORITY OF THE  
CITY OF SAN ANTONIO, TEXAS  
AND  
AFFILIATED ENTITIES**

**RFP# 1705-910-59-4675**

**Prepared by:**

**Department of Procurement  
Of the  
San Antonio Housing Authority  
818 South Flores Street  
San Antonio, Texas 78204**

President & CEO ..... David Nisivoccia

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## **Section A Background Information and Evaluation**

- I. Background Information.** The San Antonio Housing Authority d/b/a San Antonio Housing Authority (“SAHA”) is a public housing agency created by resolution of the City of San Antonio in 1939 pursuant to the Texas Housing Authorities Law (now Chapter 392 of the Texas Local Government Code) and federal law. SAHA is a unit of government and its functions are essential governmental functions. The property of SAHA is used for essential public and governmental purposes and is exempt from all taxes, including sales tax on all its purchases of supplies and services.

SAHA enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers. SAHA maintains contractual arrangements with United States Department of Housing and Urban Development (HUD) to manage and operate its low rent public housing program and administers the Section 8 Housing Assistance Payments Programs. SAHA programs are federally funded along with development and modernization grants and rental income.

Its primary activity is the ownership and management of over 6,300 public housing units. It also administers rental assistance for almost 12,000 privately owned rental units through the Section 8 program. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low income families, the elderly, and the disabled, and implements various programs designed and funded by HUD.

SAHA has created a number of affiliated public facility corporations (“PFCs”) pursuant to Chapter 303 of the Texas Local Government Code (the Public Facility Corporation Act). In some instances, these PFCs own projects. In other cases, PFCs or other related entities serve as partners in partnerships that have been awarded low-income housing tax credits. SAHA’s affiliated entities own and operate over 3,000 units of affordable housing.

SAHA staff also manages the San Antonio Housing Finance Corporation (“Finance Corporation”), which is primarily a conduit issuer of bonds for Contractors of affordable housing projects. The Finance Corporation was created pursuant to Chapter 394 of the Texas Local Government Code (the Texas Housing Finance Corporations Act). When used herein, “SAHA” shall include its affiliated entities.

As a part of our social mission and federal mandate, SAHA is committed to providing economic, training and educational opportunities to the low income individuals in the communities we serve. All contractors are required to recruit and hire low income individuals for new positions and provide training & educational opportunities to the greatest extent feasible for these individuals.

SAHA is governed by a Board of Commissioners and managed on a day-to-day basis by its President and CEO. The SAHA Board of Commissioners, upon the advice of the President and CEO, approves all major policy and contractual decisions. The President and CEO are then charged with implementing these actions.

**II. Proposal Information**

The Housing Authority of the City of San Antonio, Texas and its affiliated entities d/b/a San Antonio Housing Authority (“SAHA”) are seeking proposals from independent contractors with demonstrated professional competence and experience to provide pest control services including the successful management of pests requires an understanding of the target pest ecology and habits as well as the environment in which they exist. It is the desire of SAHA to work in partnership with its residents and one or more professional pest control providers to undertake a program of Integrated Pest Management (IPM) in the treatment of pests and approach to their management. The purpose of SAHA's IPM Plan is to establish a methodology that SAHA can apply regularly and consistently across its multi-family portfolio in partnership with its contractors.

“SAHA” hereby invites Proposals from independent pest control services to provide the listing of prices for the treatment of pest and their IPM approach in this Request for Proposals (RFP).

**III. Timeline:**

SAHA CONTACT PERSON	Shayne Everett-Endres, Purchasing Agent 818 S. Flores San Antonio, TX 78204-1400 e-mail: Shayne_everett-endres@saha.org Phone: 210-477-6254; Fax: 210-477-6167
DATE ISSUED	June 30, 2017
NON-MANDATORY PRE-SUBMITTAL MEETING	July 11, 2017 at 10:00 A.M. SAHA Central Office, 818 S. Flores St. San Antonio, TX 78204
LAST DAY FOR QUESTIONS	July 11, 2017
PROPOSAL DUE DATE	July 27, 2017; 2:00 P.M.; CST
ANTICIPATED APPROVAL BY THE BOARD	Aug/Sept 2017

SAHA reserves the right to modify this schedule at their discretion. Notification of changes in connection with this solicitation will be made available to all interested parties via an emailed Addendum.

**IV. Objectives:**

SAHA is committed to work in partnership with its residents and one or more professional pest control providers to undertake a program of Integrated Pest Management (IPM) in the treatment of pests and approach to their management.

**V. Desired Outcome:**

SAHA and Beacon Communities to have a pest controlled environments with a contracting service committed to the IPM Program.

It is the responsibility of all parties involved to help in achieving a successful IPM Program.

**VI. Evaluation:** Each proposal submittal will be evaluated based upon the following information and criteria:

- A. Initial Evaluation-Responsiveness:** Each proposal received will be first evaluated for responsiveness (i.e., meeting the minimum requirements as stated in the RFP).
- B. Award Conditions:** The award shall be made to the responsive and responsible contractor that submits the best value to SAHA using price and other factors listed in the RFP.
- C. Evaluation-Responsibility:** SAHA shall select a minimum of a three-person panel, using the criteria established below, to evaluate each of the proposals submitted in response to this RFP to determine the Respondent's level of responsibility. SAHA will consider capabilities or advantages that are clearly described in the proposal that may be confirmed by oral presentations, site visits, demonstrations, and references contacted by SAHA. All proposals would be evaluated as to their overall value to SAHA.
- D. Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Respondent will be excluded from participation on SAHA's evaluation panel. Similarly, all persons having ownership interest in and/or contract with a Respondents will be excluded from participation on SAHA's evaluation panel.
- E. Evaluation Criteria:** The evaluation panel will use the following criteria to evaluate each proposal:
  - 5 Excellent
  - 4 Above Average
  - 3 Average
  - 2 Below Average
  - 1 Poor
  - 0 Non Responsive

NO.	Weight	CRITERION DESCRIPTION
1	25%	<b>Relevant Experience:</b> Experience in the Remediation & Abatement of Pests
2	20%	<b>Key Personnel:</b> Organizational Competence
3	25%	<b>Technical &amp; Analytical Experience:</b> IPM Method, Multi-Unit Facilities
4	20%	<b>Price proposal:</b> Price of the proposed services.
5	5%	<b>Strength of the Section 3 plan</b>
6	5%	<b>Strength of the S/W/MBE plan</b>
	100%	<b>Total Points for Criteria</b>
<b>MAX. POINTS</b>		<b>HUD SECTION 3 Preference Points</b>
1	5	<b>Section 3 Preference: A firm may qualify for Section 3 status for up to an additional 5 points.</b>
a	5	<b>Priority I: As detailed in Attachment E</b>
b	4	<b>Priority II: As detailed in Attachment E</b>
c	3	<b>Priority III: As detailed in Attachment E</b>
d	2	<b>Priority IV: As detailed in Attachment E</b>

**F. Competitive Range:** Once a competitive range is established from the proposals submitted, SAHA reserves the right to require Respondents within the competitive range to make a presentation to the evaluation committee. Presentations, if requested, shall be a factor in the award recommendation.

**VII. Minimum Qualifications:** Respondents must meet the following criteria:

**1.1** Contractor(s) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this RFQ. All of the Contractor'(s) employees who perform work under the Contract shall be certified by the Texas Structural Pest Control Board.

**1.2** Contractor(s) shall have been licensed under the Texas State laws for Structural Pest Control for the past five (5) years.

**VIII. Product Quality Standard:** Contractor shall provide goods and/or services that meet or exceed acceptable and/or applicable industry, government or certifying agency (ASTM, UL etc.) standards and in all cases meet or exceed the requirements of HUD and SAHA.

**IX. Estimated Quantities:** Any quantities provided here in are strictly estimates unless specifically specified otherwise. It is the Proposer's responsibility to determine the exact quantities required to provide a complete, finished, functional, and operational product or service.

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**Section B**  
**Instructions to Respondents**

- I. **Point of Contact:** The point of contact for purposes of obtaining the Request for Proposal and to submit responses is:

POINT OF CONTACT	Shayne Everett-Endres, Purchasing Agent San Antonio Housing Authority 818 S. Flores San Antonio, TX 78204 Phone: (210) 477-6582 E-mail: <a href="mailto:shayne_everett-endres@saha.org">shayne_everett-endres@saha.org</a>
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The Request for Proposals can be obtained by calling 210-477-6059 or online at

[www.saha.org](http://www.saha.org)

<http://nahro.economicengine.com>

<http://www.publicpurchase.com>

All Addenda will be posted on SAHA's website [www.saha.org](http://www.saha.org), <http://nahro.economicengine.com> and [www.publicpurchase.com](http://www.publicpurchase.com). Any changes that are issued before the proposal submission deadline shall be binding upon all prospective Respondents.

Respondents shall address all communication and correspondences pertaining to this RFP process to only the Contact person identified above. Respondents must not inquire or communicate with any other SAHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to comply with this requirement is cause for a proposal to be disqualified. During the RFP solicitation process, SAHA will not conduct any ex parte conversations which may give one prospective Respondent an advantage over other prospective Respondents.

- II. **Prohibitions:** Contact with members of the SAHA Board of Commissioners, or SAHA officers and employees other than the contact person listed herein, by any prospective Respondent, after publication of the RFP and prior to the execution of a contract with the successful Respondent(s) could result in disqualification of your proposal. In fairness to all prospective Respondent(s) during the RFP process, if SAHA meets in person with anyone representing a potential provider of these services to discuss this RFP other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to insure no Respondent has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.
- III. **Non-Mandatory Pre-Proposal Conference:** A pre-proposal conference will be held at SAHA Central Office, located at 818 South Flores Street, San Antonio, Texas 78204 as indicated herein. The purpose of this conference is to assist Respondents in understanding the RFP documents and required submittal documents. At this

conference, SAHA will conduct an overview of the RFP documents, including attachments. Any questions must be submitted in writing (e-mail is acceptable) to the contact person listed herein and will be answered in an addendum.

#### **IV. SAHA'S Reservation of Rights:**

SAHA reserves the right, without liability, to:

- 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 SAHA to be in its best interests.
- Award a contract pursuant to this RFP
- Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful Respondent.
- Determine the days, hours and locations in which the services are performed in this RFP.
- Retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent from SAHA.
- Negotiate the fees proposed by all Respondents. If such negotiations are not, in the opinion of SAHA successfully concluded within a reasonable timeframe as determined by SAHA, SAHA shall retain the right to end such negotiations.
- Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to rejection of incomplete proposals and/or proposals offering alternate or non-requested services and from Respondents deemed non-responsive and non-responsible.
- Prohibit any further participation by a Respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective Respondent further agrees that he/she will inform SAHA in writing within five (5) days of the discovery of any item that is issued thereafter by SAHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve SAHA, but not the prospective Respondents, of any responsibility pertaining to such issue.
- Award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued.
- To advertise for new proposals or to proceed to do the work otherwise if proposals are rejected.
- Cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.
- Reduce or increase estimated or actual quantities in whatever amount necessary if funding is not available, legal restrictions are placed upon the expenditure of monies for this category of service or supplies, or SAHA's requirements in good faith change after award of the contract.
- Make an award to more than one Respondents based on ratings or to make an award with or without negotiations or Best and Final Offers (BAFO)
- Establish a competitive range for responses based on the initial scores and to require presentations by the Respondents within the competitive range.
- Require additional information from all Respondents to determine level of responsibility. Such information shall be submitted in the form and time frame required by SAHA.
- Amend the terms of the contract any time prior to contract execution.



- Contact any individuals, entities, or organizations that have had a business relationship with the Respondents regardless of their inclusion in the reference section of the proposal submittal.

**Timely Submissions:** Late submissions will not be accepted. Proposals received prior to the submittal deadline shall be securely kept, unopened, by SAHA. No proposal received after the designated deadline shall be considered. Respondents are cautioned that any proposal submittal that is time-stamped as being received by SAHA after the exact time set as the deadline for the receiving of proposals shall not be considered. Any such proposal inadvertently opened shall be ruled to be invalid. No responsibility will attach to SAHA or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

- V. Pre-Qualification:** Respondents will not be required to pre-qualify to submit a proposal. However, all Respondents will be required to submit adequate information showing that the Respondents are qualified to perform the required work.
- VI. Review of RFP Forms, Documents, Specifications and Drawings:** It shall be each Respondent's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP. Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.
- VII. Responses:** A total of one (1) original signed copy (marked "ORIGINAL") using the Proposal Form attached as Attachment F, and three (3) exact copies, (marked copy) shall be placed unfolded in a sealed package with the Respondent's name and return address and addressed as follows:

{RFP # {Insert Number}}  
{Insert Exact Title of RFP}  
{Insert Month, day, year, Time of Bid Opening}  
The San Antonio Housing Authority  
Procurement Department  
818 S. Flores  
San Antonio, Texas 78204

The Respondents shall bind the proposal such that SAHA can, if needed, remove the binding (i.e. "comb-type, etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies then return the proposal submittal to its original condition.

- VIII. Withdrawal of Proposals:** A request for withdrawal of a proposal due to a purported error must be filed in writing by the Respondents within 48 hours after the proposal deadline. The request shall contain a full explanation of the purported error. The foregoing shall not be construed to violate the common law right of withdrawal for material error as defined in State statute. SAHA retains the right to accept or reject any and all bids to the extent permitted by law. Negligence on the part of the Respondents in preparing his/her proposal confers no right of withdrawal or modification of the proposal after such proposal has been received and opened.

**IX. Mistake in Proposal Submitted:** After a proposal has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the Respondent to withdraw a bid due to a material mistake in the bid.

**A. Irregular Proposal Submittal:** A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at SAHA's discretion, be reason for rejection:

- If the forms furnished by SAHA are not used or are altered or if the proposed costs are not submitted as required and where provided.
- If all requested completed attachments do not accompany the proposal submittal.
- If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the Respondents submitting the same a competitive advantage over other Respondents.
- If the Respondent adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

**X. Disqualification of Respondents:** Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Respondents and the rejection of his/her proposal:

- Evidence of collusion among prospective Respondents. Participants in such collusion will receive no recognition as Respondents or Respondents for any future work with SAHA until such participant shall have been reinstated as a qualified bidder or Respondent. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
- More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).
- Lack of competency, lack of experience and/or lack of adequate resources.
- Unsatisfactory performance record as shown by past work for SAHA or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.
- Incomplete work, which in the judgment of SAHA, might hinder or prevent prompt completion of additional work, if awarded.
- Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of award.
- Failure to demonstrate minimum qualification requirements of SAHA.
- Failure to list, if required, all team members, subcontractors (if subcontractors are allowed by SAHA) who will be engaged by the successful Respondent(s) to participate in the Project.
- Failure of the successful Respondents to be properly licensed by the City, County and/or the State of Texas and/or to be insured by a residential

general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable.

- Any reason to be determined in good faith, to be in the best interests of SAHA.

- XI. Questions/Inquiries:** A Respondent may inquire or question any of the proposal documents or any part of the information contained therein, by submitting, in writing to the contact person listed herein, at least eight (8) days prior to the proposal submission deadline, a complete and specific explanation as to what he/she is requiring clarification. SAHA reserves the right to issue a revision to the applicable RFP requirements in the form of an Addendum or may reject the Respondent's request.
- XII. Substitutions:** Respondents must propose a Project that meets the requirements of the RFP documents. All verbal communications or instructions provided by any SAHA personnel shall only become official and binding when issued as an addendum by the SAHA Procurement Department.
- XIII. No Liability for Costs:** SAHA assumes any liability or responsibility for the costs incurred by the Respondents for any materials, efforts or expenses required in the preparation of proposals or in connection with presentations or demonstrations prior to the issuance of a Contract.
- XIV. Proposal Opening Results:** Proposals are publicly opened and the results are generally a matter of public record. When SAHA has concluded all evaluations, has chosen a final top-rated Respondent, has completed the award and is ready to issue such results, SAHA shall notify the successful Respondents. All proposal documents submitted by the Respondents are generally a matter of public record unless such information is deemed to be proprietary.
- XV. Award:** Submissions will be evaluated on the criteria stated in Section A of this RFP. After evaluation of the responses, the Contract will be awarded to the Respondents representing the "Best Value" to SAHA after preferences for Section 3 business concerns are considered. The Selected Contractor will then enter into a development agreement with SAHA. SAHA reserves the right to issue a separate RFP for property management services.
- XVI. Taxes.** SAHA, as a governmental entity, is exempt from Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- XVII. Insurance:** If a Respondent receives an award and unless otherwise waived in the Contract, the Selected Contractor will be required to provide an original Certificate of Insurance confirming the minimum requirements found within Exhibit I to SAHA within 10 days of contract signature.
- XVIII. Exceptions.** SAHA will consider any exception to the RFP that the Respondent wishes to include but the failure of SAHA to include such exceptions does not give the successful Respondent the right to refuse to execute SAHA's contract form. It is the responsibility of each prospective Respondent to notify SAHA, in writing, in its Proposal of any exceptions to the RFP terms. SAHA will consider such clauses and determine whether or not to include in the Contract.

**XIX. RIGHT TO PROTEST:**

- A. Rights:** Any prospective or actual Respondents or contractor, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators' judgments as to the number of points scored are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.
- A.1 Definition:** An alleged aggrieved "protestant" is a prospective Respondents or Respondents who feels that he/she has been treated inequitably by SAHA and wishes SAHA to correct the alleged inequitable condition or situation.
- A.2 Eligibility:** To be eligible to file a protest with SAHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective Respondents (i.e. recipient of the RFP documents) when the alleged situation occurred. SAHA has no obligation to consider a protest filed by any party that does not meet these criteria.
- A.3 Procedure:** Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of SAHA's procurement policy. Any protest against a SAHA solicitation must be received before the due date for receipt of Proposals or proposals and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Director of Procurement for a written decision. The Director of Procurement shall make a recommendation to the Contracting Officer who shall issue a written decision and findings to the Contractor within 30 days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within 30 days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the following example:

APPEAL OF RFP NO. (Insert exact number of RFP here)  
San Antonio Housing Authority  
Attn: Procurement Department  
818 South Flores Street  
San Antonio, TX 78204

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**Section C**  
**Information to be submitted**

The response to this RFP shall be submitted in the manner described in this Section. Each category must be separated by index dividers and the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference noted below. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal and may be cause for elimination of that Respondent from consideration for award.

**C.1 Tab 1: Required Forms: Texas State license for Structural Pest Control**

This Form and Respondent's Profile of Firm Form must be fully completed, and submitted under this tab as a part of the proposal submittal.

**This information shall be submitted under the Tab 1 of the Proposal.**

**C.2 Tab 2: Company Biography:**

The Respondent shall fill out the company Biography form under Attachment C and provide a brief company history including: date founded, number of employees, company headquarters location and operating locations, performance of residential real estate contractor services that reflect that Respondent has engaged in services similar to those described in this RFP and any accomplishments or awards that demonstrate Respondent's commitment to excellence. Respondent must also include any applicable business licenses, permits, and certifications required under this tab. The Respondent may also provide hereunder any other general information that the Respondent believes is appropriate to assist SAHA in its evaluation. This shall include listing of current litigation, outstanding judgments and liens, if any.

**C.3 Tab 3: Key Personnel Experience, Performance, Capacity:**

The Respondent must submit under this tab the resumes of and a concise and detailed description of the experience, past performance, managerial expertise, level of training and certification for each of its each key personnel that it proposes to assign to perform Services under the Agreement. Respondent shall include evidence of each person's commitment to excellence in professionalism and quality as evidenced by any awards that the person may have received in this capacity.

**This information shall be included as Tab 3 of the Proposal.**

**C.4 Tab 4: IPM Method in Multifamily Units:** The Respondent shall provide a comprehensive narrative describing how it intends to comply with the IPM Method as provided by SAHA in performance of its services. This narrative shall contain the process by which Respondent intends to ensure quality and professionalism during performance of the Services.

**This information shall be included as Tab 4 of the Proposal.**

- C.5 Tab 5: References:** Respondent shall provide a minimum of three(3) references to include current point of contact, phone, email, and dates of services completed at their facilities.

**This information shall be submitted in the form of Tab 5 to the Proposal.**

- C.6 Tab 6: HUD Forms, Conflict of Interest Questionnaire and Form 1295:** These forms are attached hereto as Attachment D to this RFP document must be fully completed, except as noted, executed where provided thereon, and submitted under this tab as a part of the proposal submittal. The successful Respondent shall be required to submit a Form 1295 to the Texas Ethics Commission in compliance with Government Code 2252.908 and a copy of the submission along with the Certification prior to execution of the contract with SAHA.

**This information shall be submitted in the form of Tab 6 to the Proposal.**

- C.7 Tab 7: Section 3 Business Preference:** Any Respondent claiming a Section 3 Business Preference shall under this tab include the fully completed and executed Section 3 applicant certification form for low-income employees for whom Respondent is seeking the preference, verification of total number of full-time employees, names and addresses of low-income residents who are Respondents employees. **Note: If you qualify as a Section 3 Business Concern, your proposal will receive a preference over other respondents as specified in Attachment D.**

**This information shall be submitted in the form of Tab 7 to the Proposal.**

- C.8 Tab 8: Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan:** The Respondents shall submit a plan that details how the Contractor will make a good faith effort to subcontract with S/W/MBE companies. Opportunities to subcontract with S/W/MBE companies should be listed here. **FAILURE TO PROVIDE A S/W/MBE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.**

**This information shall be submitted in the form of Tab 8 to the Proposal**

- C.9 Tab 9: Section 3 Good Faith Effort Compliance Plan:** Respondents are required to complete and submit the SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN outlining their efforts to employ qualified Section 3 businesses or persons. The goal as stated in the Good Faith Effort Compliance Plan is thirty percent (30%) of new hires for Section 3 persons per contract. The subcontracting goal is ten percent (10%) for Section 3 Businesses for non-construction contracts. SAHA will provide a listing of qualified Section 3 Businesses upon request. **FAILURE TO PROVIDE THE SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.**

**This information shall be submitted in the form of Tab 9 to the Proposal.**

**Section D  
Terms and Conditions**

These Terms and Conditions shall be considered required terms of any Contract between the Successful Respondent and SAHA. The Contractor must also be familiar with federal guidelines issued by HUD known as the "General Conditions of the Contract for Construction" (see form HUD 5370). These guidelines, together with any supplemental general conditions issued by HUD, outline requirements for the conduct of work and administrative requirements. The guidelines include, but are not limited to, Termination for Convenience, Default, Clean Air and Water standards, and compliance with Davis-Bacon wage rates.

**I. GENERAL RESPONSIBILITIES:**

- A. Specifications.** Contractor shall provide the Project in accordance with the Scope of Services which shall be attached as Attachment A.
- B. Regulatory/Licensing.** Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services. Obtaining licenses and permits shall be the sole responsibility of the Contractor.
- C. Timesheets.** Contractor shall keep accurate timesheets for all employees assigned to perform any project, task, or assignment in the Project.
- D. Project Personnel:** Contractor shall perform criminal history checks and drug screening tests on all current & prospective employees performing work under this RFP and any resulting contract and provide summaries of the results to SAHA if requested. Employees & prospective employees whose criminal history check discloses a misdemeanor or felony involving moral turpitude or harm to persons or property or sexual offenses will not be employed to perform work under this RFP or any resulting contract. Criminal history and drug screening checks will be completed at the sole expense of the Contractor.
- E. Unacceptable Employees:** If any employee of the Contractor is deemed unacceptable by SAHA, Contractor shall immediately replace such personnel with a substitute acceptable to SAHA.
- F. Uniforms/Badges:** Contractor shall provide uniforms and/or ID badges for all employees working on SAHA's properties. No employee will be allowed on SAHA's properties out of uniform and/or without an ID badge.
- G. Criminal history/Drug testing.** Contractor shall perform criminal history checks and drug screening tests on all employees performing work and if requested provide summaries of the results to SAHA. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this RFP or any resulting contract. Criminal history and drug screening checks will be completed at the sole expense of the Contractor.
- H. Work on SAHA properties and Beacon Communities:** Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property

during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to SAHA.

- I. **Wages.** Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under the agreement.
- J. **Independent Contractor:** The contractor shall be considered an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- K. **Type of Contract resulting from RFP: A one (1) year firm fixed contract with the option to renew at the sole discretion of SAHA for up to four (4) additional one year periods.**

**L . COMMUNICATIONS:**

- **Form:** All claims, notices, demands, requests, instructions, approvals and proposals must be submitted in writing.
- **Notice to Contractor:** Any Notices or Demands upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as he / she may from time to time designate in writing to SAHA or deposited in the United States mail in a sealed, postage-prepaid envelope or if delivered with charges prepaid to any telegraph company for transmission and addressed to the office of the Contractor indicated on the signature page of the contract or such other address as may be subsequently specified in writing to SAHA.
- **Notice to SAHA:** All notification papers required to be delivered to SAHA or its designated representative shall, unless otherwise specified in writing to the Contractor, be delivered to attn. SAHA Procurement at 818 South Flores, San Antonio, Texas, 78204; and any notice to or demand upon SAHA shall be sufficiently given if so delivered or deposited in the United States mail in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission to SAHA at the above address or to such other address as SAHA may subsequently specify in writing to the Contractor for such purpose.
- **Receipt:** Any such notice shall be deemed to have been given as of the time of actual delivery; or in the case of mailing, when the same should have been received in due course after the date of surrender to the Post Office; or in the case of telegrams, at the time of actual receipt, as the case may be.
- **Identification:** Contractor shall provide distinctive ID badges and/or uniforms which clearly identify them and the Contractor, for all employees working on



SAHA's properties or with SAHA clients. No employee will be allowed on SAHA's properties or contact with SAHA clients without his/her ID badge and uniform on his/her person. Contractor must submit to SAHA's Procurement Department a sample of his/her ID badge/uniform prior to signing a contract if requested.

- **Notice to Start:** Start date will be determined by the SAHA Project Manager and Contractor's Manager. Contractor shall not begin work until written notice is received from SAHA signed by the contracting officer or designee.
- **Responsibility for Subcontractors:** All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to insure the compliance by the subcontractors. At all times the Prime Contractor remains liable to SAHA for the performance and compliance of the subcontractors.

**XIII. Calculations:** Each Contractor is responsible for field verifying the conditions and required to deliver a complete and functional project or service. This shall include but is not limited to: Travel, fuel, preparation, installation, overhead, profit, bonding, insurance, labor burden, weather conditions, field verified quantities, and encumbrances. All Proposers' submitted fees must include these variables. SAHA shall not pay additional sums for a Proposer's failure to factor these conditions into the Proposals. Failure to consider any of the factors listed shall not negate the Contractor's responsibility to perform if awarded a contract under this RFP.

**II. SECTION 3 REQUIREMENTS.** Contractor is required to prepare and submit monthly reports on Section 3. Contractor shall utilize Section 3 residents and businesses as defined in Attachment D to perform the requirements under the Project to the greatest extent feasible and shall document such efforts monthly. Contractors will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.

**III. SUBCONTRACTORS.** Contractor may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the SAHA. Also, any substitution of subcontractors must be approved in writing by SAHA prior to their engagement. All requirements for the "Prime" Contractor shall also apply to any and all subcontractors. It is the Contractors' responsibility to insure the compliance by the subcontractors. Regardless of subcontracting, the Contractor remains liable to SAHA for the performance under the contract. The Contractor shall assure that its subcontractors comply with all applicable HUD regulations and SAHA requirements including but not limited to Section 3 requirements, insurance, Davis Bacon wage requirements and reporting, permitting, code compliance, and licensure.

**IV. LIMITATION/INDEMNIFICATION/INSURANCE**

- A. Limitation of Liability:** In no event shall SAHA be liable to the successful Respondents for any indirect, incidental, consequential or exemplary damages.
- B. Indemnification.** The Contractor shall indemnify and hold harmless SAHA and its officers, agents, representatives, and employees from and against all claims,

losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, to the extent resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor. **CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT.**

Contractor shall indemnify and hold harmless SAHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Contractor*, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

**C. SAHA Actions.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of SAHA in any way be personally liable or responsible for any covenant or agreement herein contained whether neither expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

**D. Insurance:** The Contractor shall maintain in full force and effect during the entire contract term insurance in the form and in amounts found in Exhibit A.

**E. Insurance:** SAHA requires a Professional Liability policy for this contract with errors and omissions coverage found in Exhibit A.

**V. LIQUIDATED DAMAGES:**

**A.** For each day that performance under the contract is delayed beyond the time specified for completion, the successful Respondents shall be liable for liquidated damages in the amount reflected in the contract. However, the timeframe for performance may be adjusted at SAHA's discretion in writing prior to default under the contract.

**VI. WARRANTY:**

**A. General Warranty.** All items installed/provided under any contract must include a minimum two (2) year general warranty including labor and installation. This period will begin on the date of "FINAL" acceptance by SAHA.

**B. Precedence.** The services provided under the contract shall conform to all information contained within the contract as well as applicable industry-published technical specifications, and the Specifications. If one specification contains more stringent requirements than the other, the more stringent requirements shall apply.

**C. Implied Warranties.** In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.

- D. Contractor shall assign any warranties and guarantees to SAHA and provide the Contractor's Warranty for Labor and Installation to SAHA along with all Manufacturers' Warranty documents.

**VII. INVOICING:**

- A. **Invoices.** Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, contract number (if applicable), date of service, and address of service location or delivery address. Contractor(s) must submit a separate invoice for each purchase order issued by SAHA unless prior approval is obtained from SAHA. To insure prompt and timely payment of invoices, and unless utilizing a progress payment schedule, invoices shall be sent electronically to the following address:

[Accounts Payable@saha.org](mailto:Accounts Payable@saha.org)

If the Contractor does not have the capability to send invoices electronically they may be mailed to:

San Antonio Housing Authority  
Finance and Accounting  
P.O. Box 830428  
San Antonio, TX 78283-0428

- B. **Progress Payments.** If applicable, SAHA may make progress payments approximately every 30 days as the work proceeds if work meets owner's standards, as approved by the Contracting Officer. SAHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses in accordance with HUD documents.
- C. **Direct Deposit.** Upon the Award of Contract, Contractor shall complete a form for direct deposit to process all payments electronically to insure prompt and efficient payment of all invoices.

**VIII. Laws and Regulations**

- A. **General.** SAHA is a governmental entity as that term is defined in the procurement statutes. SAHA and this RFP and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement as applicable. Contractor shall comply with all local, state and federal laws concerning safety (OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law or regulation. Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- B. **Specific.** Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

- Executive Order 11246
- Executive Order 11063
- Copeland “Anti-Kickback” Act (18 USC 874)
- Davis Bacon and Related Acts (40 USC 276a-276a-7)
- Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
- Contract Work Hours & Safety Standards Act (40 USC 327-330)
- Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
- Civil Rights Act of 1964, Title VI (PL 88-352)
- Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
- Age Discrimination Act of 1975
- Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- HUD Information Bulletin 909-
- Immigration Reform & Control Act of 1986
- Fair Labor Standards Act (29 USC 201, et. Seq.)

**C. Incorporation.** Each provision of law and each clause, which is required by law to be inserted in this RFP or any contract, shall be deemed to have been inserted herein, and this RFP and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The fore-mentioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.

## **IX. Termination**

**A. Early Termination.** In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, SAHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor’s rate and new company’s rate) beginning the date of Contractor’s termination through the contract expiration date. The contract may be terminated under the following conditions:

- a. **Consent:** By mutual consent of both parties, and
- b. **Termination for Cause:** As detailed within the attached HUD Forms. SAHA may terminate any and all contracts for default at any time in whole or in part, if the Contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from SAHA, fails to correct such failures within seven (7) days or such other period as SAHA may authorize or require.

- c. **Failure to Fund.** SAHA may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.
- d. **Termination for Convenience:** In the sole discretion of the Contracting Officer, SAHA may terminate any and all contracts resulting from this RFP in whole or part upon thirty days prior notice to the Contractor when it is determined to be in the best interest of SAHA.

- B. **Action Upon Termination.** Upon receipt of a notice of termination issued from SAHA, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by SAHA in the notice of termination.
- C. **Remedies Cumulative.** The rights and remedies of SAHA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.
- D. **Rights Upon Termination.** In the event the contract is terminated for any reason, or upon its expiration, SAHA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to SAHA any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of the contract.

## X. General Conditions

- A. **Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- B. **Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- C. **Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a material breach, and SAHA may pursue compensatory and/or liquidated damages under the contract.
- D. **Examination and Retention of Contractor's Records:** SAHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this RFP, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records

involving transactions related to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

- E. Right to data and Patent Rights:** In addition to other ownership & use rights SAHA shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Contractor and/or subcontractors pursuant to the terms of the contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.
- F. Force Majeure:** Neither SAHA nor Contractor shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, SAHA or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

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**ATTACHMENT A  
SCOPE OF SERVICES  
RESERVED**

## SCOPE OF SERVICES

### **INTEGRATED PEST MANAGEMENT (IPM)**

Integrated Pest Management relies on the combination use of physical, cultural, biological and/or chemical control of pests. Its aim is to integrate or incorporate all appropriate methods into an approach that provides needed pest control in the safest manner and only use chemicals as a last resort. SAHA's IPM Plan will promote environmentally sensitive pest management while preserving assets and protecting the health and safety of its residents and employees.

**Physical Control:** methods such as fly screens, physical means of proofing for birds, possums and rodents or physical means of pest detection, such as trapping, can sometimes be a more effective and appropriate means of pest control in gaining long term control over a particular pest infestation. A variety of barriers that exclude pests are essential to physical control.

**Cultural Control:** methods of pest control such as improving ventilation to deter attack by termites or improving hygiene and sanitation measures to reduce the risk of cockroach infestation should always be undertaken to make conditions less favorable for nuisance pests.

**Biological Control:** methods such as the introduction of parasites or predators to eradicate a particular pest have a growing importance in IPM.

**Chemical Control:** while often necessary, chemical usage should be undertaken judiciously using the appropriate pesticide and means of application. Though pesticides pose many potential risks, they also provide the following important advantages and benefits:

1. Pesticides are readily available and easy to use;
2. Where resistance is not a problem, pesticides are generally highly effective for controlling pests;
3. Pesticide treatments can be rapidly implemented as needed with minimal lag time;
4. Pesticides can be used over large areas to control large populations of pests;
5. Pesticide treatments are often cost-effective, especially if the alternatives require large increases in human labor; and No effective, reliable, non-chemical alternatives are available for many pests, and chemical pesticides are the last resort.
6. The safest and most effective pest control program combines the use of more than one of the above measures, where possible, to make the environment less suited to the survival of pests.

#### **Contractor's responsibility under the IPM Program shall be as follows:**

**1.1** Contractor(s) must provide, at Contractor(s) own expense, all labor, tools, equipment, chemicals, materials, supplies and transportation, as required to complete pest control tasks/functions at the multi and single family dwelling units, to include all public, common and dumpster areas of each property with no exceptions. Such routine pest control services are comprehensive in nature and include but are not limited to inspection, flushing, application,



baiting, trapping, monitoring, and cleanup of all debris generated by the performed service or services.

**1.2** Contractor(s) integrated maintenance shall include inspection and treatment in each unit during every routine pest control service. (Quarterly for single family homes listed as scattered sites). **The entire unit and/or house shall be inspected and treated per federal and state regulations during this every 2 week service.**

**1.3** Contractor(s) will notify the Property Manager or Property Supervisor during normal working hours at least 48-hour prior to the commencement of any treatment as required by law.

**1.4** Contractor(s) shall commence and end all services on the same workday unless approved in writing by SAHA.

**1.5** Contractor(s) shall practice acceptable safety precautions, follow industry safety standards, and use only industry approved safety equipment in the performance of all duties. Contractor(s) shall maintain at all times all equipment in proper and safe operating conditions in accordance with the manufacturer's specifications. Contractor(s) must be cognizant of safety at all times and take necessary safety precautions, so as to not cause harm to any persons or property while performing services under this RFP or any resulting contract. Contractor(s) shall exercise extreme caution around residents, pedestrians, pets and property.

**1.6** Contractor(s) shall apply all chemicals, in accordance with all applicable laws, rules, codes, regulations and ordinances as well as manufacturer's instructions to include application by a licensed technician when required. Contractor shall only apply chemicals approved and registered by the Environmental Protection Agency and considered safe for use in residential areas by the Texas Structural pest Control Board. Contractor shall have a program in place to alternate chemical treatments in order to avoid reduction in effectiveness of treatments over time.

**1.7** Contractor within ten (10) working days after signing a contract must submit a list of chemicals to be used in the performance of a contract with their EPA registrations and Material Safety Data Sheets (MSDS sheets).

**1.7.1** Contractor shall notify SAHA management in writing of any change in chemicals prior to application and provide supporting Material Safety Data Sheet (MSDS).

**1.8** Contractor within ten (10) days after Contract execution shall issue a schedule for routine pest control services work for each development to the SAHA and the appropriate property manager. Such schedule shall list the date and time and building numbers where all work will commence and be completed in its entirety. This schedule once submitted can only be altered with the prior written approval of the property manager or designated representative.

**1.9** Contractor(s) shall have work crews, qualified by training and experience, to perform the work required. Each crewmember shall wear markings which identify him as a member of Contractor's workforce at all times while on property.

**1.10** Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/ her proposal or best and final offer as accepted by SAHA and may not invoice until all work is completed and accepted by SAHA as evidenced by signature on work order by SAHA Property Staff.

**1.11** Contractor shall provide ID badges for all employees working on SAHA's properties. No employee will be allowed on SAHA's properties without his/her ID badge on his/her person. Contractor must submit a sample of his/her ID badge prior to signing a contract. Contractor(s) is to report personnel changes to property managers as they occur and prior to the person reporting to SAHA's property.

**1.12** Contractor shall exercise care when performing treatment to avoid damage to structure, shrubs, vegetation or any other property to include personal property of residents. If damage does occur, Contractor shall replace at his/her own expense.

**1.13** Contractor shall replace any employee deemed unacceptable by SAHA, within two (2) business days of written demand.

**1.14** After completion of work, the immediate area shall be cleaned, to include removal of all debris created by the work, to include but not limited to the hauling off of empty containers. At no time, will Contractor discard debris into any SAHA Refuse container.

**1.15** Any chemical spills shall be thoroughly cleaned and neutralized. In the event of a hazardous chemical spill, Contractor will notify the Manager immediately and follow notification procedures, as is customary in the industry and bare the total expense for clean-up.

**1.16** Contractor shall work with the respective property manager or his/her representative to determine an effective preventative program at each property location or unit identified as having an infestation.

**1.17** Contractor(s) shall perform the following routine pest control services during **each** scheduled service visit to the Non Profit properties. The service frequency of all designated properties will be treated **every two (2) weeks**.

#### **Routine Every Two (2) Weeks Pest Control Services**

Type of pests to be treated, to include but not limited to — German cockroaches, American cockroaches, Ants, Scorpions, Spiders, Silverfish, other crawling insects, Flies, Stored Product pests, Rodents, etc.

1. Inspection

2. Flushing

3. Application

4. Baiting

5. Trapping (rodents or other pests) & Blocking.

6. Monitoring

7. Clean-up

8. Growth inhibitor treatment for pest control

9. Treat a 5 (five) foot perimeter with granules, at each building during all monthly treatments. Exterior treatment will include control services for fire ants.

10. Inspect and treat cracks and crevices for pests

11. Roach Clean-Out for Infestation

12. Pest Control Services for common areas to include but not limited to Offices, Laundry Rooms, Lobby, Dumpster Areas etc. within Apartment Complex.

13. Inspect for evidence of termites and bed bugs and propose plan for eradication.

**1.17.1 Pest Control-Paste Treatment:** The product applied shall be MRF 2000 or an "equal" or "same as" product. It is SAHA's understanding that this product is primarily for the control of German roaches. As a part of the paste treatment process, the interior areas of the building not pasted (i.e. hallways) shall be sprayed in such a manner so as to not negate the paste process. SAHA determination of product equality is final.

**1.17.2 Pest Control-Granular Treatment:** The products applied shall be Cob #5g, or an "equal" or "same as" product. It is SAHA's understanding that this product is primarily for the control of ants and spiders. SAHA determination of product equality is final.

**1.21.3 Brown Recluse Spiders:**

Monthly service to include spraying, fogging harborage areas such as closets and under beds; dusting baseboards,

wall outlets, attics, crawl spaces and any wall voids; and placing insect monitoring traps throughout the entire unit.

**1.18** The use of roach and ant bait stations as well as wall and void applications of loose baits shall be used in the integrated pest management program.

**1.19** Contractor shall provide the SAHA Director of Beacon Communities, at a minimum, with a monthly activity report for each property. The report shall contain the following information:

**1.19.1** Name of Property and Unit # treated

**1.19.2** Date work order was issued

**1.19.3** Whether work order was emergency or routine

**1.19.4** Description of work (routine treatment, special programs, etc.) **1.23.5**

Additional information for inclusion in report may be requested by SAHA such as housekeeping issues and property conditions contributing to pest control issues.

**1.20** Regardless of the type of work being performed, the Contractor(s) shall provide a written report to the Property Manager immediately regarding all health, safety or poor housekeeping situations observed at the property (to include but not limited to, dwelling units, stairwells, common areas, playgrounds, etc.)

**1.20.1** Contractor shall leave a record of units/buildings treated after each service call with the property manager.

**1.21** Contractor shall inform SAHA within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email addresses.

**1.22** Contractor shall provide a detailed treatment plan for the management of all insects and rodents.

**1.23** Contractor shall provide a detailed treatment plan for the management of all insects and rodents around dumpsters.

**1.24** Bird Deterrent Services: Contractor shall use Bird-B-Gone Stainless Steel Spike or equal to prevent the landing and nesting of birds upon ledges, porches and other surfaces. Price includes product and installation. Contractor shall clean the area before installing the bird deterrent.

**1.25** Bat Removal Services: Contractor shall properly remove bats, all of them, in a lawful manner, and all of the entry points through which they can enter a building must be completely sealed. The droppings shall be cleaned- fully removed, and the area decontaminated.

**1.26** Bed Bugs Services: Contractor shall provide the following services. The services proposed shall include treatment to all box springs and mattresses seams and cuffs; removal of dust covers on box springs and treat, then reattach; treatment to all furniture; including, but not limited to: end tables; night stands; dressers; pictures; clocks; etc.; and any follow-up needed within 14 days after the initial service.

**1.27** Organic Pesticides: From time to time SAHA may request the use of organic pesticides in lieu of chemical pesticides to include but not limited to Diatomaceous Earth or equal. Contractor shall only apply chemicals approved and registered by the Environmental Protection Agency and considered safe for use in residential areas and for designated use by the Texas Structural pest Control Board.

**1.28** Rodent Treatment. Treatment for rodents will include both exterior and interior work. This work will be undertaken in cooperation and with assistance from

SAHA staff as needed. Exterior work will include, but is not limited to, sealing holes on the exterior of a structure such as:

1. Exterior bait boxes- 6 months follow up.
2. Weep holes, gas and water lines entering a building, conduit penetrations holes large enough for a mouse to enter the structure and baiting of crawl spaces of buildings with medium to heavy rodent activity.
3. Interior work will focus on interior trapping through the utilization of snap traps and/or glue boards in each unit having activity. This work shall include up to three follow up visits to check raps, reset them and monitor activity.

**1.29 SAHA will not pay additional cost for any follow up visits within the same month.**

**1.30** Contractor shall respond to the property within 24 hours for any service call outside of the monthly or quarterly pest control service to include holidays, weekends, and after business hours.

**1.31** Contractor shall service Bi-monthly at no additional cost to SAHA all common areas to include but not limited to Offices, Laundry Rooms, Lobby, Dumpster Areas etc. within Apartment Complex.

**1.32** Contractor(s) shall provide a well-integrated pest management program to include a detailed crack and crevice application of roach and ant gel baits. For fogging Contractor shall use machine, not spray cans.

**1.33** Contractor shall service all vacant units (as requested by SAHA management) during regularly scheduled service times.

#### **Beacon Communities Requiring Pest Control Services**

- Castle Point
- Churchill Estates
- Homestead
- La Providencia
- Pecan Hill
- Sunshine Plaza
- Bella Claire
- Encanta Villa
- Claremont
- Dietrich
- Warren House
- Burning Tree
- Villa de Valencia

To obtain property addresses, the Contractor can go to the following location on our SAHA Website:

1. Go to <http://www.saha.org/>
2. Click on the "Housing" tab
3. Follow the "Property Listing" link
4. You will then be able to see project names and addresses.

The direct link is:

<http://www.saha.org/index.php/find-a-home/new-a-mixed-income-communities/property-listing>

**SAHA reserves the right to add or delete properties as needed.**

**ATTACHMENT B**  
**HUD Form and**  
**Conflict of Interest Questionnaire**  
**\*Form 1295 Certificate of Interested Parties\***

\*(Form 1295 is to be completed online by the **Selected Respondent** and submitted to the Texas Ethics Commission pursuant to Government Code 2252.908 and a copy returned to SAHA with the Certification prior to contract execution. A copy of the 1295 Form is included herein for information purposes only).\*

**ATTACHMENT C**  
**HUD Maintenance Wage**  
**Determination**

**ATTACHMENT D**  
**Profile of Firm Form**  
**Company Profile**

**PROFILE OF FIRM FORM (Page 1 of 2)**

(1) Prime \_\_\_\_\_ Joint Venture/Partner \_\_\_\_\_ Sub-contractor \_\_\_\_\_ (This form shall be completed by and for each).

(2) Legal Name of Firm: \_\_\_\_\_

dba if applicable: \_\_\_\_\_

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

Street Address, City, State, Zip: \_\_\_\_\_

(3) Identify Principals/Partners in Firm

NAME	TITLE	% OF OWNERSHIP

(4) Please indicate the operating structure of your company.

Publicly Held Corporation  
  Privately Held Corporation  
  Government Agency  
  Non-Profit Organization  
  Partnership  
  Sole Proprietorship

(5) Respondent's Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Minority- (MBE), or Woman-Owned (WBE) Business Enterprises qualify by virtue of 51% or more ownership and active management by one or more of the following:

African American \_\_\_\_\_%  
  Native American \_\_\_\_\_%  
  Hispanic American \_\_\_\_\_%  
  Asian/Pacific American \_\_\_\_\_%  
  Hasidic Jew \_\_\_\_\_%  
  Asian/Indian American \_\_\_\_\_%

Woman-Owned (MBE) \_\_\_\_\_%  
  Woman-Owned (Caucasian) \_\_\_\_\_%  
  Disabled Veteran \_\_\_\_\_%  
  Caucasian American (Male) \_\_\_\_\_%  
  Other (Specify): \_\_\_\_\_%

(6) Is the business 51% or more owned by a public housing resident? \_\_\_ Yes; \_\_\_ No. If yes, provide name and address of the public housing facility:

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_ City: \_\_\_\_\_

(7) SWMBE Certification Number: \_\_\_\_\_

Certification Agency: \_\_\_\_\_

(NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED – ENTER IF AVAILABLE)

(8) Federal Tax ID Number: \_\_\_\_\_

(9) City of San Antonio Business License No.: \_\_\_\_\_

(10) State of Texas License Type and No.: \_\_\_\_\_



**PROFILE OF FIRM FORM (Page 2 of 2)**

- (11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with Whom and state the circumstances and any resolution.
  
- (12) Has your firm or any member of your firm ever sued or been sued by the San Antonio Housing Authority or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.
  
- (13) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? If yes, when and state the circumstances and any resolution of the matter.
  
- (14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes  No   

**Initials**\_\_\_\_\_

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
  
- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of SAHA? Yes  No   

**Initials**\_\_\_\_\_

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
  
- (16) Verification Statement: The undersigned Offerer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the SAHA discovers that any information entered herein is false, that shall entitle the SAHA to not consider nor make award or to cancel any award with the undersigned party.  

**Initials**\_\_\_\_\_
  
- (17) In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.  

**Initials**\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

**Note: A completed Profile of Firm Form must be submitted for each subcontractor.**

Proposed Subcontractors					
Item	Company Name	Address	Phone	Specialty	S/W/M/V BE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
<p>I understand and agree that if awarded a contract as a result of this solicitation that the use of the above subcontractors is subject to the approval of SAHA and becomes a part of the contract. I further understand that any change in subcontractors also requires the pre-approval of SAHA.</p>			<p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Printed Name &amp; Title)</p>		

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## Company Biography

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

Headquarters Location: \_\_\_\_\_

Field Office Locations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Specialty or Focus: \_\_\_\_\_

Number of Full Time Staff: \_\_\_\_\_

Founding Date and Brief History: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Texas Projects and/or Clients: \_\_\_\_\_  
(past & current)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Previous Housing Authority Experience:       YES             NO      

List the Authorities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT E**  
**Section 3 and SWMBE Guidelines and Forms**

# **ATTACHMENT F**

## **Proposal Checklist and Certification**

**PROPOSAL Checklist and Certification**

**(Attachment E)**

(This Form must be fully completed and placed under Tab No. 1 of the proposal submitted.)

**Instructions:** Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the Respondents. Also, complete the Section 3 Statement and the Respondent’s Statement as noted below:

<b>X=ITEM INCLUDED</b>	<b>SUBMITTAL ITEMS</b>
_____	Tab 1 Required Forms
_____	Tab 2 Company Biography
_____	Tab 3 Key Personnel Experience, Performance, Capacity
_____	Tab 4 IPM Method in Multifamily Units
_____	Tab 5 References
_____	Tab 6 HUD Forms, Conflict of Interest Questionnaire and Form 1295
_____	Tab 7 Section 3 Business Preference
_____	Tab 8 Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan
_____	Tab 9 Section 3 Good Faith Effort Compliance Plan
_____	
_____	

**SECTION 3 STATEMENT**

Are you claiming a Section 3 business preference? YES\_\_\_ or NO\_\_\_. If “YES,” pursuant to the documentation justifying such submitted under Tab No 8, which category are you claiming?

\_\_\_\_\_ Category I

\_\_\_\_\_ Category II

\_\_\_\_\_ Category III

\_\_\_\_\_ Category IV

### Respondent's Certification

By signing below, Respondent certifies that the following statements are true and correct:

1. He/she has full authority to bind Respondents and that no member of Respondent's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
2. Items for which Proposals were provided herein will be delivered as specified in the Proposal,
3. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
4. Respondents agrees that this proposal shall remain open and valid for at least a period of 90 days from the date of the Proposal Opening and that this Proposal shall constitute an offer, which, if accepted by SAHA and subject to the terms and conditions of such acceptance, shall result in a contract between SAHA and the undersigned Respondents,
5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Proposal,
6. Respondents, nor the firm, corporation, partnership, or institution represented by the Respondents, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas or the Federal Antitrust laws, nor communicated directly or indirectly the Proposal made to any competitor or any other person engaged in such line of business,
7. Respondents has not received compensation for participation in the preparation of the specifications for this RFP,
8. Non-Collusive Affidavit: The undersigned party submitting this Proposal hereby certifies that such Proposal is genuine and not collusive and that said Respondents has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondents or person, to put in a sham Proposal or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal price of affiant or of any other Respondents, to fix overhead, profit or cost element of said Proposal price, or that of any other Respondents or to secure any advantage against SAHA or any person interested in the proposed contract; and that all statements in said Proposal are true.
9. Child Support: Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
10. Lobbying Prohibition: The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

**Continued on Next Page**

Addendum #1 \_\_\_\_\_ Date \_\_\_\_\_

Addendum #2 \_\_\_\_\_ Date \_\_\_\_\_

Addendum #3 \_\_\_\_\_ Date \_\_\_\_\_

Addendum #4 \_\_\_\_\_ Date \_\_\_\_\_

_____	_____
<b>Signature</b>	<b>Date</b>
_____	_____
<b>Printed Name</b>	<b>Company</b>
_____	
<b>E-mail address if available</b>	
_____	_____
<b>Phone</b>	<b>Fax</b>



## **ATTACHMENT G**

### **Form of Proposal**

**This form shall be completed and placed as the first document in the “Original” Proposal.**

San Antonio Housing Authority (Must be on Respondent's letterhead)  
818 S. Flores  
San Antonio, Texas 78204

Attention: Shayne Everett-Endres, Purchasing Agent  
RE:Pest Control Services For Beacon Communities Request for Proposal No. 1705-910-59-4675

Gentlemen:

The undersigned Respondent, having read and examined the associated Documents for the above designated services associated with providing Residential **Pest Control Services For Beacon Communities** and having familiarized myself with the needs of SAHA as it relates to the proposed services and thoroughly considered the factors which will affect the providing of the service, execution of the services and the cost thereof, does hereby propose to perform all the services as set forth in this Proposal. All prices stated herein are firm and shall not be subject to escalation provided this Proposal is accepted within one hundred eighty (180) days after the official opening of proposals.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the proposal requirements and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the subsequent Contract Documents.

(If no exceptions are taken, indicate so by entering "None").

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\_\_\_\_\_ (Continue on separate page, if necessary, and attach hereto)

The undersigned Respondent in accordance with the Texas Tax Code Section 151.309 and all amendments thereto, and Volume 34 Texas Administrative Code Section 3.291 (Supp. 1994) and all amendments thereto, hereby proposes to provide the Goods and Services hereunder in accordance with the Specifications and associated Contract Documents, for the following Contract Price for Development and Development Related Services:

**CONTINUES ON THE NEXT PAGE**

**Fees:** Please provide the fees in the table below:

1.

Routine Pest Control Services	Unit of Measure	Bi-Monthly Cost
Routine Pest Control Services- Chemical Pesticide	Treatment: Per Unit	
Routine Pest Control Services- Organic Pesticide	Treatment: Per Unit	

**Contractor shall list cost on the above Routine Pest Control Services and Additional Unit Prices below in order to be deemed responsive.**

**SAHA shall allow the Contractor a service call fee only if the work cannot be completed due to the unit not being prepared for service.**

**Service Call Fee**        \$ \_\_\_\_\_

2.

### ADDITIONAL UNIT PRICING

**These fees are for additional services outside of the routine bi-monthly pest control services as defined in Section 1.21 of Technical Specifications/Scope of Work** (These unit prices will include all costs associated with the requested service, to include but not limited to labor and all materials, including chemicals, traps, gels, baits, and fogs required to ensure optimal eradication.) **Bed Bugs:** While SAHA seeks contractors that provide services for bed bugs for both chemical/organic and heat treatments, SAHA will accept Proposals for chemical/organic and/or heat treatments for bed bugs. However, if contractor is providing a Proposal for chemical or organic treatment, contractor shall also provide Proposals for bed covers, items 4 through 8 below.

ADDITIONAL UNIT PRICES SERVICES	Unit of measure	Total Price
1. Bird Deterrent Exterior	Linear Feet	\$
2. Bat Removal to include clean up and exclusion	Per Bat	\$
3. Snake removal	Per event	\$
4. Mattress/Bed Covers for Treatment of Bed Bugs- Crib	Each	\$
5. Mattress/Bed Covers for Treatment of Bed Bugs- Twin	Each	\$
6. Mattress/Bed Covers for Treatment of Bed Bugs- Full	Each	\$
7. Mattress/Bed Covers for Treatment of Bed Bugs- Queen	Each	\$
8. Mattress/Bed Covers for Treatment of Bed Bugs- King	Each	\$
9. Wood Destroying Insects- Eradication Treatment and 6 months of follow ups	Linear Feet	\$
10. Wood Destroying Insects-Eradication Treatment and 6 months of follow ups	Spot Treatment up to 10 Linear Feet	\$
11. Treatment for Bed Bugs- Chemical Pesticide and 14 day follow up to eradicate	Efficiency Bedroom	\$
12. Treatment for Bed Bugs- Organic Pesticide and 14 day follow up to eradicate	Efficiency Bedroom	\$
13. Treatment for Bed Bugs- Chemical Pesticide and 14 day follow up to eradicate	1 Bedroom	\$
14. Treatment for Bed Bugs- Organic Pesticide and 14 day follow up to eradicate	1 Bedroom	\$
15. Treatment for Bed Bugs- Chemical Pesticide and 14 day follow up to eradicate	2 Bedroom	\$
16. Treatment for Bed Bugs- Organic Pesticide and 14 day follow up to eradicate	2 Bedroom	\$
17. Treatment for Bed Bugs- Chemical Pesticide and 14 day follow up to eradicate	3 Bedroom	\$

**Request for Proposals (RFP) NO. 1705-910-59-4675 Pest Control Services For Beacon Communities**

18. Treatment for Bed Bugs- Organic Pesticide and 14 day follow up to eradicate	3 Bedroom	\$
19. Treatment for Bed Bugs- Chemical Pesticide and 14 day follow up to eradicate	4 Bedroom	\$
<b>ADDITIONAL UNIT PRICES SERVICES</b>	<b>Unit of measure</b>	<b>Total Price</b>
20. Treatment for Bed Bugs- Organic Pesticide and 14 day follow up to eradicate	4 Bedroom	\$
21. Treatment for Bed Bugs- Chemical Pesticide and 14 day follow up to eradicate	5 Bedroom	\$
22. Treatment for Bed Bugs- Organic Pesticide and 14 day follow up to eradicate	5 Bedroom	\$
23. Treatment for Bed Bugs- Heat Treatment and 14 day follow up to eradicate	Efficiency Bedroom	\$
24. Treatment for Bed Bugs- Heat Treatment and 14 day follow up to eradicate	1 Bedroom	\$
25. Treatment for Bed Bugs- Heat Treatment and 14 day follow up to eradicate	2 Bedroom	\$
26. Treatment for Bed Bugs- Heat Treatment and 14 day follow up to eradicate	3 Bedroom	\$
27. Treatment for Bed Bugs- Heat Treatment and 14 day follow up to eradicate	4 Bedroom	\$
28. Treatment for Bed Bugs- Heat Treatment and 14 day follow up to eradicate	5 Bedroom	\$
29. Skunks, Raccoons, Possums, Armadillos (By trapping only) to include 5 daily follow up visits to eradicate, check trap, dispose and relocate animal	Per Event	\$
30. Exterior Building Rodent Bait Boxes to include initial service, follow ups and refills for a period of 6 months	Per Bait Box	\$
31. Hornets, Wasps, and Bee Removal	Per Event	\$
32. Treatment for fleas and ticks- Chemical Pesticide and 14 day follow up to eradicate	Efficiency Bedroom	\$
33. Treatment for fleas and ticks- Organic Pesticide and 14 day follow up to eradicate	Efficiency Bedroom	\$
34. Treatment for fleas and ticks- Chemical Pesticide and 14 day follow up to eradicate	1 Bedroom	\$
35. Treatment for fleas and ticks- Organic Pesticide and 14 day follow up to eradicate	1 Bedroom	\$
36. Treatment for fleas and ticks- Chemical Pesticide and 14 day follow up to eradicate	2 Bedroom	\$
37. Treatment for fleas and ticks- Organic Pesticide and 14 day follow up to eradicate	2 Bedroom	\$
38. Treatment for fleas and ticks- Chemical Pesticide and 14 day follow up to eradicate	3 Bedroom	\$
39. Treatment for fleas and ticks- Organic Pesticide and 14 day follow up to eradicate	3 Bedroom	\$
40. Treatment for fleas and ticks- Chemical Pesticide and 14 day follow up to eradicate	4 Bedroom	\$
41. Treatment for fleas and ticks- Organic Pesticide and 14 day follow up to eradicate	4 Bedroom	\$
42. Treatment for fleas and ticks- Chemical Pesticide and 14 day follow up to eradicate	5 Bedroom	\$
43. Treatment for fleas and ticks- Organic Pesticide and 14 day follow up to eradicate	5 Bedroom	\$

**Continued on Next Page**

If this Proposal is accepted, the undersigned Respondent agrees to start and to complete the work in accordance with the schedule set forth in the subsequent Contract Document. It is understood that all services shall be complete and all facilities shall be removed from development property as scheduled. The undersigned fully understands that the time of completion is of the essence of the Contract.

If written notice of the acceptance of this proposal is mailed, facsimiled, or delivered to the undersigned within one hundred eighty (180) days after the date of opening of proposals, or anytime thereafter before this proposal is withdrawn by the Respondent, the undersigned will, within ten (10) days after the date of mailing, facsimileing, or delivering of such notice, execute and deliver a Contract in the form provided by SAHA, complete with acceptable Performance and Payment Bonds, if applicable.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Offerer \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

Business address of Offeror \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Address of Principal Office \_\_\_\_\_

E-mail \_\_\_\_\_

## EXHIBIT I Insurance Requirements

Contractor is required to have in place during the term of the contract the following minimum insurance requirements. Contractor will be required to provide an original Certificate of Insurance to SAHA within 10 days of contract signature:

Professional Liability	Required Limits
SAHA and its affiliates must be named as a Certificate Holder. This is required for vendors who render observational services to SAHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000 *Not Required*
Business Automobile Liability	Required Limits
SAHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on SAHA properties.	\$500,000 combined Single limit, Per occurrence
Workers Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. Workers' Compensation is required for any vendor made up of more than two persons. <b><u>A Waiver of Subrogation in favor of SAHA must be included in the Workers' Compensation policy.</u></b>  SAHA and its affiliates must be a Certificate Holder.	<b>Statutory</b> Employer's Liability is \$500,000
Residential General Liability	Required Limits
This is required for any vendor who will be doing hands on work at SAHA properties. SAHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

