

HACL-2020-044

Bed Bug Treatment Service – Agency Wide



407 N. Sycamore Street

Lumberton, NC 28358

(910) 671-8200

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

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## REQUEST FOR PROPOSAL

### Bed Bug Treatment Service – Agency Wide

**HACL-2020-044**

Issue Date: **October 23, 2020**

Pre-Bid Meetings/Site Visit:

**Tuesday, November 10, 2020 at 10:00am**

Deadline for Questions: **Friday, November 13, 2020 at 2:00pm**

**Bid Submittal Due Date: Tuesday, November 24, 2020 at 2:00pm**

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This communication serves to apprise you and your firm of the above-mentioned Request for Proposal (RFP) for Bed Bug Treatment Services. We invite you and your firm to respond to this RFP. Please review carefully all sections of the RFP, paying particular attention to the closing date and time listed above and within the body of the RFP.

All Inquiries for Information Should Be Directed To:

Barbie J. Hunt, Capital Funds and Special Projects

(910) 671-8213

[Bhunt@hacl014.com](mailto:Bhunt@hacl014.com)

HACL-2020-044

Bed Bug Treatment Service – Agency Wide

**REQUEST FOR PROPOSAL HACL-2020-044**

**Bed Bug Treatment Service – Agency Wide**

Issue Date: **October 23, 2020**

Title: **Bed Bug Treatment Service – Agency Wide**

Due Date: **Tuesday, November 24, 2020 at 2:00pm**

Issuing Agency: Housing Authority of the City of Lumberton  
407 N. Sycamore St.  
Lumberton, NC 28358

Period of Contract: The initial term of the contract shall be for 24 months.

All inquiries should be directed to Barbie J. Hunt, Capital Funds and Special Projects, by phone at 910-671-8213 or email [Bhunt@hacl014.com](mailto:Bhunt@hacl014.com).

Proposals should be directly sent to the Issuing Agency shown above and marked Attn: Barbie J. Hunt, Capital Funds and Special Projects, Bed Bug Treatment Service. **Emailed proposal shall not be accepted.** The offeror is fully responsible to ensure that your proposals arrive in completion to the designated location.

In compliance with this Invitation for Bid and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations. The undersigned further certifies that he/she is authorized to sign this document on behalf of the submitting firm.

_____	Date: _____
Name of Firm	
_____	By: _____
Address of Firm	Signature
_____	Name: _____
City and State                      Zip Code	Print Name and Title
Phone No.: _____	Fax No.: _____
Email: _____	FEI/FIN No.: _____

NOTE: Changes to this RFP may be issued in the form of an addendum at any time prior to the due date and time for submitting proposals. The Contract Officer maintains a mailing list of all vendors that were provided copies of this solicitation (via vendor pickup, mail, fax or email). The Contract Officer will send the addendum to any vendor who directly received a copy of the RFP from the Contract Officer. Any vendor who did not directly receive a copy of the RFP from HACL is encouraged to visit HACL's web site regularly to learn of any changes to the solicitation ([www.lumbertonhousing.org](http://www.lumbertonhousing.org)) and contact the Contract Officer to have their name added to the mailing list. HACL's purchasing regulations require each offeror to submit a signed copy of the addendum to the above delivery address by the proposal due date and time or included with the firm's response to the solicitation.

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I. **PURPOSE**

The purpose of this proposal is to establish a fix cost, indefinite delivery, indefinite quantity term contract, with a Licensed Pest Control and Fumigation Service Provider. It is the intention of HACL to award a contract for a period of two years with an option of three (3) additional one-year extensions. The contract will be for Bed Bug Treatment Services on a as needed basis for 9 of HACL sites located in the City of Lumberton. All work is to be performed according to NCDA&CS Structural Pest Control and Pesticide Division and industry standards, according to the material manufactures' recommendations and to that satisfaction of HACL.

II. **BACKGROUND**

Housing Authority of the City of Lumberton (HACL) was chartered by the City of Lumberton, North Carolina in 1949 as a government unit to provide low income citizens with safe, clean, and affordable housing and help improve their quality of life. The Mayor of Lumberton appoints the Board of Commissioners; we currently have a seven (7) member board. The Housing Board governs the hiring of the Executive Director and has ultimate responsibility to ensure that the agency operates in compliance with HUD and Federal Government policies. The HACL is responsible for the administration of 729 public housing units dispersed in 12 communities throughout the City.

III. **SMALL, WOMEN-OWNED, MINORITY OWNED AND SECTION 3 BUSINESSES AND INDIVIDUAL PARTICIPATION**

HACL is committed to providing quality housing and economic opportunities for our residents and the neighborhoods we serve. One of the major requirements for this is Section 3 of the HUD Act of 1968, which requires that HUD funds provide low-income individuals with a springboard for economic empowerment through direct participation in construction and other activities that are designed to physically improve and revitalize the communities in which they live.

It is the policy of the Housing Authority of the City of Lumberton to contribute to the establishment, preservation, and strengthening of small businesses, businesses owned by women, minorities and Section 3 businesses and individuals to encourage their participation in procurement activities. HACL encourages contractors to provide for the participation of small businesses, businesses owned by women, minorities, and Section 3 businesses and individuals through partnerships, joint ventures, subcontracts, or other contractual opportunities. If you are not a Section 3 business concern then a plan for involvement of these types of businesses is required.

By submitting a proposal, the Offeror certifies that all information provided in response to this RFP is true and accurate.

IV. **GENERAL REQUIRMENTS**

HACL will work closely with the Contractor to coordinate and schedule all appointments. HACL will be responsible for notifying residents of scheduled appointments. Missed appointments on the part of the contractor may result in breach of contract.

**The Contractor shall supply all equipment, materials and supplies needed to fulfill the obligations, unless specifically stated otherwise, detailed within these specifications.**

HACL maintains a drug-free workplace which applies to contracted work. Contractor and/or its employees shall not engage in the use of illegal drugs, including the illegal use of prescription drugs,

and/or alcoholic beverages on the job, at the workplace, on HACL properties or reporting to work on HACL property under the influence of any of the above.

Smoking is prohibited in all HACL housing units, community buildings, administrative offices and grounds. This includes entryways, and yards or on the grounds adjoining public housing and offices.

## V. THE CONTRACTOR

1. HACL requires the observance of minimal acceptance standards of conducting business by the “Contractor” and his employees, in the execution of this contract and that the “Contractor” agrees to the adherence of said standards which are set forth as follows:
  - 1.1 Uniforms shall properly identify all employees with the name of the firm prominently displayed, on/or, at a minimum, they shall have picture identification cards prominently displaying the employee’s name and company name. Regardless of the method of identification, the employee shall be properly dressed in a professional manner at all times.
  - 1.2 The “Contractor” shall insure proper supervision of personnel at all times. Any complaints or problems with employees shall be settled within twenty-four (24) hours. The “Contractor” will provide a contact telephone number, at her/his/their business location, which will allow the Authority to contact the Contractor regarding complaints or problems. This number shall remain connected and active at all times during the life of the contract.
  - 1.3 The Contractor shall certify that products used during the execution of the contracts are of a good quality and are approved for the use intended.
  - 1.4 Inspection of work performed may be conducted, as HACL deems necessary. During these inspections, an HACL representative shall identify all areas that have substandard conditions. Failure of the “Contractor” to correct the problems within twenty-four (24) hours or the recurrence of the problem on the future inspections shall be grounds for immediate cancellation of the “Contractor” for just cause.
  - 1.5 The “Contractor’s” employees shall exercise care at all times when performing the requested work on the grounds of HACL. Negligent damages to resident and HACL property shall be the responsibility of the “Contractor”.
  - 1.6 Automotive type vehicles (i.e. passenger cars, trucks, etc.) are prohibited from operating in areas other than streets and parking lots.
2. The “Contractor” shall be responsible for the equipment. HACL shall not be liable for any damage to the equipment used by the “Contractor” in performing this contract regardless if the equipment is leased or owned by the “Contractor”.
3. Subject to the power and authority of HACL as provided by law in this contract, HACL shall be in all cases determine the quality, quality and acceptability of the work, materials and supplies for which payment is to be made under this contract. HACL shall decide the questions that may arise relative to the fulfillment of the contact of the obligations of the contractor hereunder.
4. The “Contractor” shall not pay less than the Routine Maintenance Wage Rate (General/Common Laborer) to all employed on the job as specified by the Department of Labor, Maintenance Wage Determination: **HUD Form 52158: Effective, 04/01/2019, Expiration Date, 03/31/2021, State: North Carolina, Wage Decision Type: Routine Maintenance: LR 200 Agency ID No.: NC044A (copy attached).**

5. The “Contractor” shall comply with the Contract Work Hours Safety Standards Act, by paying to laborers and mechanics (including watchman and guards) no less than one and one half (1½) times the basic rate of pay for all hours worked over forty (40) in any work week.
6. The “Contractor” shall be responsible for all damages to HACL that may be caused by or result from defective or improper services or from the failure of the “Contractor” to deliver such services in accordance to the terms of the proposal.
7. The “Contractor” shall be responsible for and required to make good at its expense any and all damages arising during the period of this Agreement caused by carelessness, neglect or want of due precaution on the part of the “Contractor” and/or it’s agents, employees and workmen. +231
8. The “Contractor” shall complete all work required under this contract in a timely manner. Service calls for Bed Bug Treatment shall be done as quickly as possible to prevent spreading. All residents must be given a 48-hour notice and received instructions from the “Contractor” prior to treatment.
10. If job conditions (i.e. extreme heat or wet weather) prohibits the “Contractor” from performing the duties under the contract and meeting the schedule, notification must be given to the Authority’s contract monitor.

**VI. SCOPE OF WORK**

All work is to be performed according to NCDA&CS Structural Pest Control and Pesticide Division and industry standards, according to the material manufactures’ recommendations and to that satisfaction of HACL.

The nine (9) HACL sites that are included in this contract are;

<b>PROJECT</b>	<b>YEAR BUILT</b>	<b>TOTAL UNITS</b>	<b>0-BR</b>	<b>1-BR</b>	<b>2-BR</b>	<b>3-BR</b>	<b>4-BR</b>	<b>5-BR</b>
<b>LUMBEE HOMES</b>	1950's	93	0	16	39	24	14	0
<b>ROZIER HOMES</b>	1950's	30	0	3	15	8	4	0
<b>WEAVER COURT</b>	1968	100	0	12	36	38	12	2
<b>EASTWOOD TERRACE</b>	1968	50	8	22	10	8	2	0
<b>DAVIS HEIGHTS</b>	1974	60	0	0	26	20	11	3
<b>TUDOR COURT</b>	1974	60	0	6	29	19	5	1
<b>TURNER TERRACE</b>	1973	100	0	1	30	30	25	5
<b>THE MEADOWS</b>	1984	40	0	0	24	16	0	0
<b>MEADOWS EXTENTION</b>	1989	24	0	0	0	24	0	0

## 1. Bed Bug Infestations

During the duration of this contract, HACL shall provide the “Contractor” a Work Order as authorization to schedule and treat a “Bed Bug Active” unit that is to be completed on a as needed/requested basis. These charges are in addition to the Contract. Said charges are set forth as follows:

- Cost to treat a Bed Bug active unit and their adjoining unit. Proposed unit price for each unit listed on the “Unit Price Section” of Attachment A “Bid Proposal Form” must be inclusive of all expenses incurred to perform the service under this RFP and any resulting contract. Unit Price shall include but not be limited to, employee costs and benefits, clerical support, overhead, profit, supplies, materials, equipment, licensing, insurance, bonding, vehicle fuel, etc. Price shall remain the same for the duration of the resulting contract.

Treatment will be as follows;

Treatment of Bed Bug Infestations shall be quoted as an “Infested Unit” and “Adjoining Infested Unit” and will be on an as needed basis. Treatment will be as follows;

Bed bug eggs are difficult to see due to their small size, and adhered to the surface they are laid upon and research has noted that many pesticides may have little to no effect on them. Because of these factors, tools such as **steamers**, **vacuums** and **others** should be used as part of a bed bug treatment to address any eggs that are noted or treat areas where eggs are suspected but cannot be seen with the naked eye. **Bed Bug treatments will include an additional treatment/inspection 14 days after the initial treatment.**

**\*Using pesticides alone is not a suitable approach to treating bed bug eggs.**

- 2.1 Elimination of visible bed bugs, shells, skins and casings using vacuums and steam.
- 2.2 Remove dead bed bugs, shells, skins and casings with a vacuum.
- 2.3 Treatment of entire apartment with an emphasis on rooms with beds and upholstered furniture with heat and liquid.
- 2.4 Installation of interception devices at beds and upholstered furniture.
- 2.5 Treatment of the adjoining unit with liquid if infestation is not detected.
- 2.6 Follow-up visits to include a treatment at approximately the 14-day interval until infestation is eliminated.
- 2.7 Implementation of an elimination protocol.

## 2. Preparation of Apartment

Contractor to provide education to the resident prior to treatment. Education is to include preparation for the treatment; providing adequate access of the unit, to cleaning, post-treatment recommendations and follow-up appointments.

## 3. Treatment with Pesticides

Pesticides play an important role in bed bug management however, wide-spread resistance to pesticides exists in bed bugs making it necessary to choose pesticides that are known to be effective based upon the most current scientific research. Liquid residual and aerosol generated pesticides (excluding foggers/total release aerosols) should be limited to those that research has

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found to be effective for bed bug control. One liquid residual should not be relied upon when treating for bed bugs and instead 2-3 residuals should be rotated from service to service within an apartment. If pesticide A is used on the initial service then pesticide B should be used on the first follow-up. Those two products should then be rotated every other service. This process should be used to address bed bug resistance concerns and magnifying that resistance while treating an apartment. In addition to rotating products from service to service, those liquid residuals should be changed with new residuals every year. Also, a dust pesticide should be used to treat all cracks and crevices according to label directions and products found to be effective for the treatment of bed bugs should be chosen.

**Do NOT** apply any insecticide or pesticide to mattresses or to surfaces that would be in direct contact with a person, unless the label instructions specifically state that the product can be applied in that manner. Some products can be harmful to people and pets.

**Do NOT** use pesticides labeled for outdoor use only---indoors.

**Do NOT** apply pesticides in/on sites not specified on the label (off-target).

#### **4. Treatment with Heat**

Thermal remediation is a proven non-chemical, environmentally friendly method of treating bed bugs. During the thermal remediation process, temperatures must be no less than 120-140 degrees Fahrenheit (preferably 140-150 degrees Fahrenheit). These are lethal temperatures to bed bug populations but not hot enough to damage most things.

Successful heat remediation is a partnership between the occupant and the contractor. The goal is to eliminate the bed bug and its eggs.

#### **5. Follow-Up Visits**

All bed bug infestations should receive a minimum of one follow-up treatment. All follow-up treatments should be spaced approximately 14 days apart. Follow-up treatments should consist of a thorough inspection of the apartment along with inspection of all monitors. Treatments should be applied according to the evidence noted within the apartment.

#### **6. Elimination Protocol**

Follow-up visits can be terminated once bed bugs are no longer observed through visual inspection or in interception devices. Interceptors will be left in place once the follow-up program has been terminated. A final inspection will be conducted six weeks after termination of the follow-up program. This inspection will include a visual inspection of beds and upholstered furniture as well as checking interceptor devices for bed bug activity. If no bed bugs are observed treatment of the apartment can be concluded.

#### **7. Adjoining Units**

All apartments sharing a common wall, ceiling or floor should be inspected for the presence of bed bugs prior to treatment of the known infestation. In high-rise buildings, units that are directly across, above, below or share a common wall to a known infestation should also be inspected, treated and monitored the same as the known infestation. It is recommended that the neighboring apartments are inspected again at the conclusion of treatment of the known infestation.

Inspections will include at least 2 proven methods of detection (visual inspection, or interceptor traps for 2 or 4 weeks).



VII. **REQUIREMENTS**

1. Proposed unit price for each item listed on the “Unit Price Section” on Attachment A “Bid Proposal Form” shall be inclusive of all expenses incurred to perform the service under this RFP and any resulting contract. Unit Price shall include but not be limited to, employee costs and benefits, clerical support, overhead, profit, supplies, materials, equipment, licensing, insurance, bonding, vehicle fuel, etc.
2. The contractor shall include in its proposal a summary of proposed control methods – including current labels and Material Safety Data Sheets (MSDS) of all pesticides to be used and brand names of pesticide application equipment. Power rig sprayers shall be utilized whenever applicable.
3. Contractor shall provide HACL with a current list of names along with photocopies of the commercial applicator or technician’s licenses for every contractor employee who will be performing on-site services under the contract. This list shall be maintained and updated with personnel changes.
4. Contractor invoices shall include, but not limited to, service date, technicians name, Method of Service, unit number or location of service and the required inspection report. Certified payrolls must accompany invoice to insure prompt payment.
5. The contractor shall be responsible for all service calls as scheduled. HACL will not be responsible for payment of scheduled appointments wherein the Contractor does not show up. (HACL’s policy states that residents must be given a 48-hour notice prior to entry)
6. Method of services: The contractor shall fulfill all obligations with regard to time and method of each application of pesticides from minimum exposure to, the maximum protection of, building occupants.
7. Protective clothing: All contractor personnel working in or around building under this contract shall wear distinctive uniform clothing. The contractor shall determine and provide additional personal protective equipment required for the performance of work. Protective clothing, equipment and devices shall as a minimum conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.
8. Throughout the term of this contract, the contractor shall maintain current business license issued by North Carolina Structural Pest Control Committee. In addition, all contractor personnel providing on-site pest control service must maintain licensing (in categories for the work being performed) as commercial applicators or licensed technicians. Contractor shall never permit an unlicensed applicator to provide service to the HACL under this agreement.
9. Substandard Service, should at any time HACL become dissatisfied with pest control service, the contractor shall be notified in writing by HACL regarding problems that have occurred. The notice will detail the problems in which HACL is experiencing the problems. The contractor will be required to contact HACL to discuss possible solutions and the contractor will be given a date by which a written response with the proposed solution must be submitted.
10. The Contractor shall be responsible for application of pesticides according to label. All pesticides used by the contractor must be registered with the U.S. Environmental Protection Agency (EPA). Transport, handling and use of all pesticides shall be in strict accordance with the manufacture’s label instructions and all applicable Federal, State and local laws and regulations.
11. Pesticide products and their use: When it is determined that a pesticide must be used in order to obtain adequate control, the contractor shall employ the least hazardous materials, most precise application technique and minimum quality of pesticide necessary to achieve control.

12. Pesticide Storage/Disposal: The contractor shall not store or dispose of pesticide product on HACL property.
13. Pesticide Sales and Distribution. The contractor shall not sell, share or make available any pesticide products to any non-licensed HACL employee or resident.
14. Program evaluation. HACL will continually evaluate the progress of this contract in terms of prompt action to correct all identified deficiencies.

## VIII. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

### 1. **RFP Response:**

- 1.1 In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) unbound original proposal must be submitted to the issued agency on or before closing date. Offerors must also include an electronic copy with the response to the RFP. The electronic copy can be on a removable mobile device. Facsimile or electronically transmitted proposals will not be accepted. Offerors assume sole and full responsibility for the timely delivery of the proposals. Late proposals will not be considered. All proposals will become a part of HACL's officials files and will not be returned to the offeror.
- 1.2 The proposals shall be in a sealed envelope or sealed package and addressed as directed on Page 2 of the solicitation. The sealed envelope or sealed package should be clearly marked and identified in the lower left corner as follow:

**Request for Proposal: Closing Date Tuesday, November 24, 2020, 2:00PM**

Bed Bug Treatment Service – Agency Wide (HACL-2020-044)

Contact Person: Barbie J. Hunt, Capital Funds and Special Projects

Telephone Number of Contact: (910) 671-8213

### 2. **Preparation**

- 2.1 Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in HACL requiring prompt submission of missing information. Proposals which are substantially incomplete or lack key information may be rejected by HACL or given lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived or subject to negotiation.
- 2.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- 2.3 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposal not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- 2.4 As used in this RFP, the terms "must", "shall", "should", and "may" identify the

- criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however; it may seriously affect the overall rating of the Offerors' proposal.
- 2.5 Each copy of the proposal shall be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

### **3. RFP Requirements and Conditions**

- 3.1 Minimum Requirements. This RFP sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable.
- 3.2 Cost of the Proposal. All costs incurred, directly or indirectly, by the Respondent in response to and in preparation of this RFP shall be the sole responsibility of the Respondent and shall be borne by the Respondent. Proposers shall not include any such expenses as part of their proposals.
- 3.3 Clarification to Proposals. The HACL reserves the right to obtain clarifications of any point in a company's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of the company's response or responses. HACL may conduct interviews with one or more agencies for such purposes.
- 3.4 Cancellation of the RFP. The HACL reserves the right to cancel this RFP at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of the HACL. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.
- 3.5 Collusion. Proposer, by submitting a proposal, hereby certifies that no officer, agent, or employee of the HACL has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.
- 3.6 Insurance Requirements
- 3.6.1 All contractors and/or professional firms must submit verification of coverage for \$1,000,000 General Liability and applicable Workmen's Compensation coverage with HACL designated as an additional insured for said project prior to the award of Contract.
- 3.6.2 Proof of Insurance, shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract. The Contractor shall require all subcontractors or subconsultants used in the performance of this contract to name HACL as an additional insured. Following are the standard types and minimum amounts.
- 3.6.3 The contractor shall carry all necessary, and required Insurances, as required by the state of North Carolina, including but not limited to:
1. Comprehensive Commercial General Liability, coverage shall have minimum limits of \$100,000,000 general aggregate, products / completed operations

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- aggregate, personal and advertising injury and each occurrence. This shall include premises and operations, independent contractors, products and completed operations, broad from property damage, XCU coverage and contractual liability. Coverage shall be written on an occurrence basis.
2. Commercial Automobile Liability, coverage shall have a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury liability AND PROPERTY DAMAGE LIABILITY. This shall include: owned vehicles, hired and non-owned vehicles and employee non-ownership. Within North Carolina Financial Responsibility laws.
  3. Worker's Compensation Insurance, coverage to apply for all employees and for statutory limits in compliance with the applicable state and federal laws. The policy must include employers' liability with a limit of \$100,000 each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.
- 3.6.4 Failure to provide proof of insurance or failure to maintain insurance as required in this bid, or by law; are grounds for immediate termination of the contract. In addition, the awarded bidder should be liable for all re-procurement costs and any other remedies under law. The Contractor shall provide a certification of Liability Insurance and Workers Compensation.
- 3.7 Identification. The Contractor agrees to indemnify, defend and hold harmless HACL and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this RFP or subsequent contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by HACL on account of any claim therefore, except where such indemnification is prohibited by law.
  - 3.8 Suspension/Debarment. The Contractor shall provide a certification statement that the firm is 7 not debarred, suspended, or otherwise prohibited from professional practice by any Federal, State, or Local agency.
  - 3.9 Americans with Disabilities Act. Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.
  - 3.10 Choice of Law. The resulting contract will be entered into within the State of North Carolina and the law of said state, whether substantive or procedural, shall apply to the contract, and all statutory, charter and ordinance provisions that is applicable to public contracts within Robeson County and the state of North Carolina shall be followed with respect to the contract.
  - 3.11 Award of Contract. A committee of staff selected by the Executive Director will evaluate the proposals that are received. All proposals will be evaluated on the evaluation criteria and responsiveness to the Scope of Work as stated in this RFP.
  - 3.12 Payment of contractor/consultant fees. Upon award and execution of contract, the successful respondent shall submit an invoice to HACL. Invoicing and payments shall be made to the contractor in accordance with the policies and procedures of the Agency.

**IX. EVALUATION AND AWARD CRITERIA**

1. Proposed Cost: The proposer proposes to charge HACL to complete the required work. (30%)
2. Capacity and Resources: The Offeror must have the capacity and resources to perform the Pest Control Services described in the RFP. Detailed description of technical capacity (personnel, equipment and materials) and management plan. This should include but is not limited to the company's resume, including resumes of key personnel. (20%)

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3. Expertise, Qualifications and Experience: The Offeror must demonstrate expertise, experience and qualifications for providing Pet Control Services described in the RFP. Specifically, listing current direct working relationships with Public Housing Authorities (PHA) or Multi-family facilitates to include number of PHA's currently working with, list of last apartment complexes or PHA's treated in the past two years. (20%)
4. Contractor capable of having a technician on site within two (24) hours of receipt of an emergency call from the HACL.
5. Contractor shall hold a license with NCDA&CS Structural Pest Control and Pesticide Division.
6. Certified applicators/technicians employed for this project shall hold a valid certificate with NCDA&CS Structural Pest Control and Pesticide Division.
7. HACL is required by HUD to take precedence over Section 3 Business Concerns. Must demonstrate commitment of Offeror to furthering HACL's economic opportunities; Section 3 Requirement and MBE/WBE. (30%)

**X. RFP RIGHTS AND CONDITIONS**

1. Right to reject, waive, or terminate the RFP. Reject any or all proposals, to waive any formality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interest.
2. Right to Not Award. Not award a contract pursuant to this RFP.
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.
4. Right to Determine Time and Location. Determine the days, hours and locations that the Contractor shall provide the services called for in this RFP.
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 Agency Contact Person.
6. Right to Negotiate. HACL shall retain the right to negotiate the amount of fees that are paid to the successful Offeror, meaning the fees proposed by the apparent successful proposal may be the basis for the beginning of negotiations.
7. Right to Award. To make an award to the same bidder (aggregate) for all items; to make an award to multiple bidders (including joint venture proposals) for the same or different items; to select a respondent(s) for specific purposes or for any combination of specific purposes; or, to defer the selection and award of any respondent(s) to a time of the HACL's choosing.
8. Right to Reject any Quotes. Reject and not consider any proposal that does not, in the opinion of HACL, meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
9. No Obligation to Compensate. Have no obligation to compensate any Offeror for any costs incurred in responding to this RFP.
10. Right to Interview. Request an oral interview with, and additional information from, companies prior to final selection of a provider. (NOTE-If an oral interview is requested, respondent will be given at least three (3) business days' notice, along with the date, time and place for the interviews. Expenses will be the responsibility of the respondent.)
11. Right to Consider. Consider information about a company in addition to the

information submitted in the response or interview.

12. 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. By downloading this document, or by contacting the Agency Contact Person and requesting a bid packet, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the Agency Contact Person in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective proposer, of any responsibility pertaining to such issue.

XI. **CONTRACT QUESTIONS**

Question must be submitted to Barbie J. Hunt, Capital Funds and Special Projects, by email [Bhunt@hacl014.com](mailto:Bhunt@hacl014.com) no later than **Friday, November 13, 2020 at 2:00pm.**

XII. **METHOD OF PAYMENT**

Such invoices shall be submitted no later than 10 days in advance.

The following HUD forms shall be submitted by the Contractor for payment.

- Company Invoice with Invoice Number
- US Department of Labor Certified Payroll Form

XIII. **ATTACHMENTS**

**ATTACHMENT A  
BID PROPOSAL FORM**

- The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and the Project Scope (including this Proposal, the form of Non-Collusive Affidavit, the form of Contract, the General Conditions, the Special Conditions, and the General Scope of Work, if any thereto, and on file in the office of the Housing Authority of the City of Lumberton (HACL), hereby proposes to construct and complete all listed concrete repairs and replacement, Job Number **HACL-2020-044** all in accordance therewith, for the detailed and total sum of:

**This will be an  
Indefinite Delivery, Indefinite Quantity Contract**

	<b>TREATMENT OF ACTIVE UNIT</b>	<b>TREATMENT OF INACTIVE ADJOINING UNIT</b>
ZERO-BEDROOM (STUDIO)		
ONE-BEDROOM		
TWO-BEDROOM		
THREE-BEDROOM		
FOUR-BEDROOM		
FIVE-BEDROOM		

Unit Price for “Infested Unit” and “Adjoining Infested Unit” will remain the same for the duration of the contract.

\_\_\_\_\_ **Initial here if claiming Section 3 contractor status**

**(See Supplemental Instructions to Bidders Paragraph 1 with Applicable Attachments)**

- In submitting this proposal, it is understood that the right is reserved by the HACL to reject any and all proposals. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the applicable insurance in the name of HACL prior to the contract is presented to him/her for signature.

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3. Attached hereto is an affidavit (Non-Collusive Affidavit) in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal of the submitting of proposals for the contract for which this proposal is submitted.
4. Submitter must pay applicable wage rates at the hourly rate listed plus fringe benefits equal or more than the amount listed. If no fringe benefits are provided, the listed fringe amount must be added to the hourly rate to be paid on the project.

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

DATE: \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

EMAIL: \_\_\_\_\_



**ATTACHMENT B**

**STATEMENT OF OFFEROR'S QUALIFICATION**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address, including City, State, Zip Code, Phone Number, and Fax Number.
3. When Organized?
4. If incorporated, where incorporated?
5. How many years have you been engaged in business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion). See attached.
7. General character of work performed by your company.
8. Has the bidder/offeror ever failed to complete any work awarded to your firm? If so, where and why?
9. Has your firm ever defaulted on a contract? If so, where and why?
10. List the more important contracts recently completed by your firm, stating approximate gross cost for each, and the month and year completed.
11. List your major equipment available for the performance of this Contract.
12. Describe your firm's experience in work similar in nature to this project. Provide a listing of at least three (3) current or recent accounts, either commercial or government that your company is services, has serviced, or has provided similar services. Include a short description of the project, timeline, and dollar value. Also provide contact information including the company name, contact person name, telephone number and email address.

1) Project Description: \_\_\_\_\_  
Timeline/Dates of Services: \_\_\_\_\_ Dollar Value: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Contact Person Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

2) Project Description: \_\_\_\_\_  
Timeline/Dates of Services: \_\_\_\_\_ Dollar Value: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Contact Person Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

3) Project Description: \_\_\_\_\_  
Timeline/Dates of Services: \_\_\_\_\_ Dollar Value: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Contact Person Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

13. List the background and experience of the principal members of your organization including the officers.

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- 14. Has your firm ever been a party to or otherwise involved in any action or legal proceedings involving matters related to allegations of discrimination based on race, color, nationality, sex, or religion? If so, give full details.
- 15. Has your firm ever been accused of discrimination based upon race, color, nationality, sex, or religion in any action or legal proceeding, including any proceeding, including any proceeding related to any Federal Agency? If so, give full details.
- 16. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by in verification of the recitals comprising this Statement of Bidder's Qualifications.

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

\_\_\_\_\_ (Name of Contractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ )

) ss.

County of \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says he is

\_\_\_\_\_

(Title)

Of \_\_\_\_\_ and that the answers to the foregoing

questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 20\_\_

My Commission Expires \_\_\_\_\_

- A. HUD Form 5369-C – Certification and Representations of Offerors
- B. HUD Form 5370-C – Non-Construction Contracts Section II
- C. Non-Collusive Affidavit
- D. HUD Form 2992 – Certification Regarding Debarment and Suspension
- E. General Wage Decision NC - Heavy

**ATTACHMENT C**

**NC AFFIDAVIT OF COMPLIANCE E-VERIFY**

STATE OF NORTH CAROLINA  
COUNTY OF ROBESON

AFFIDAVIT of COMPLIANCE  
with N.C. E-Verify Statutes

I, \_\_\_\_\_ (hereinafter the "Affiant"), duly authorized by and on behalf of, \_\_\_\_\_ (hereinafter the "Employer"), after being first duly sworn deposes and says as follows:

1. I am the \_\_\_\_\_ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hire employees pursuant to federal law.
3. \_\_\_\_\_Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. 564-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.
4. \_\_\_\_\_Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. S64-26.
5. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. 564-26.
6. Employer shall keep the Housing Authority of the City of Lumberton informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_.

Affiant: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me, \_\_\_\_\_ day of \_\_\_\_\_ of 20\_\_\_\_.

Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

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**ATTACHMENT D**

**HUD Form 5369-B – INSTRUCTIONS OR OFFERORS NON-CONSTRUCTION**

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**ATTACHMENT E**

**HUD Form 5369-C – CERTIFICATE AND REPRESENTATION OF OFFERORS**

**ATTACHMENT F**

**SAM.gov REGISTRATION**

The System for Award Management (SAM) is an official website of the U.S. government.

There is no cost to use SAM.

**SAM Registration Benefits**

SAM registration incorporates all government contractor information into one system. Contractors and vendors can register, file representations and certifications, and search for contracting opportunities from one location. A contractor enters information once, which reduces the risk of duplicating or entering conflicting information.

To register you will need to complete the process at SAM.gov

You will need to provide the following information:

- a. Legal name of your business entity
- b. Address
- c. Phone number
- d. Name of the CEO or business owner
- e. Legal structure or type of business (corporation, partnership, proprietorship, etc.)
- f. Year the entity was created
- g. Primary line of business
- h. Total number of employees (full-and part-time)

If you are registered, update or renew your entity registration

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**ATTACHMENT G**

**HUD Form 5370-C – GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS SECTION II**

**ATTACHMENT H**

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_ ,  
being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

Of \_\_\_\_\_, the offeror that has  
submitted  
the attached proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached bid and all pertinent  
circumstances respecting such proposal;

(3) Such proposal is genuine and is not a collusive or sham proposal;

(4) Neither the said offeror nor any of its officers, partners, owners, agents, representatives, employees or parties  
in interest including the affidavit has in any way colluded, conspired, connived, or agreed, directly or indirectly  
with any other offeror, firm or person to submit a collusive or sham bid in connection with the contract for which  
the attached proposal has been submitted or to refrain from offering in connection with  
such contract, or has in any manner directly or indirectly, sought by unlawful agreement or collusion or  
communication or conference with any other offeror, firm, or person to fix the price or prices in the bid price  
or any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any  
advantage against the Housing Authority of the City of Lumberton or any person interested in the proposed  
contract; and

(5) The price or prices in the attached bid are fair and proper and are not tainted by any collusion, conspiracy,  
connivance or lawful agreement on the part of the bidder or any of its agents, representatives, owners, employees,  
or parties in interest, including this affiant.

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

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

This \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
My Commission  
Expires \_\_\_\_\_



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**ATTACHMENT I**

**HUD Form 2992 – CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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**ATTACHMENT J**

**HUD Form 52158 -**

**MAINTENANCE WAGE RATE DETERMINATION FOR ROUTINE MAINTENANCE**

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**ATTACHMENT K**

**US DEPARTMENT OF LABOR CERTIFIED PAYROLL FORM**

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**ATTACHMENT L**

**HACL'S VENDOR PACKET**

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**ATTACHMENT M**

**SECTION 3 CERTIFICATION PACKET**

**ATTACHMENT N**

**SAMPLE EVALUATION FORM**

<b>CATEGORY</b>	<b>TOTAL</b>	<b>SCORE</b>
<b>Proposed Costs</b>	<b>30%</b>	
<b>Capacity and Resources</b>	<b>20%</b>	
<b>Expertise, Qualifications and Experience</b>	<b>20%</b>	
<b>Section 3 Certified Demonstrated commitment of Offeror</b>	<b>30%</b>	
<b>Evaluator:</b>	<b>SCORE TOTAL</b>	

➤ As per IX. **EVALUATION AND AWARD CRITERIA**