



REQUEST FOR PROPOSALS

RFP #FY18-03 Pest Control Services

The Houston Food Bank (“HFB”), has spent an annual average of approximately \$60,000 for pest control in all of the HFB facilities over the past three (3) years, and is soliciting proposals for pest control services as more fully set out in Section III Description of Services of this Request for Proposals (“RFP”). An original and at least 3 (three) copies of the Proposal, as defined in subsection 1.2.8 herein, must be submitted in accordance with the instructions set out herein:

Please mark “Sealed Bid – Pest Control Services,” on the outside of your envelope or package and mail or deliver to HFB Procurement, Houston Food Bank 535 Portwall St., Houston, Texas 77029.

Each set of the Proposal must be submitted in a report cover. The original Proposal must be labeled “ORIGINAL” and contain original signatures in **blue** ink. The copies of the original must be labeled “COPY.”

Proposals will be received at HFB, 535 Portwall St., Houston, Texas 77029 until **4:00 p.m. on March 23, 2018**. Sealed proposals will be opened on **March 30, 2018 at 1:00 PM** at HFB. Contents of Proposal will remain confidential during the negotiations period. Only the identity of the Proposer submitting the Proposal will be made available to the public before award of the RFP, upon request. Proposals received after the Proposal due date and time will not be considered.

Proposals must be submitted in sufficient time to be received and time stamped at the above location on or before the proposal due date and time. HFB will not be responsible for proposals delivered late by the United States Postal Service, or any other delivery or courier services. All Proposals must remain open for one hundred twenty (120) days from the proposal due date pending acceptance by HFB.

HFB will award this RFP to a single respondent, or multi-respondents, based upon the evaluation of all Proposals received. More details regarding evaluation of Proposals are included in Section III Description of Services of this RFP.

TABLE OF CONTENTS

I. INSTRUCTIONS, SUBMISSION REQUIREMENTS AND PROCEDURES

1.1 GENERAL INFORMATION4
1.2 DEFINITIONS AND TERMS.....5
1.3 SPECIFICATIONS6
1.4 PROPOSAL INFORMATION REQUIRED6
1.5 SUBMISSION OF PROPOSALS7
1.6 FINANCIAL INFORMATION.....7
1.7 DISCUSSIONS / NEGOTIATIONS7
1.8 BEST AND FINAL OFFERS8
1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS8
1.10 OPENING PROPOSALS8
1.11 SCHEDULE.....8
1.12 RETENTION OF PROPOSAL DOCUMENTATION9
1.13 RESERVATION OF RIGHTS9
1.14 APPEAL PROCESS.....9

II. GENERAL TERMS AND CONDITIONS

2.1 AGREEMENT, INTEGRATION, TERM & TRANSITION, PURCHASE ORDER REQUIREMENTS9
2.2 NON-ASSIGNMENT10
2.3 USE OF HFB NAME OR LOGO10
2.4 AUTHORIZATION / PERMITS10
2.5 CONTRACTOR DOCUMENT AUDIT AND INSPECTION/RECORD RETENTION10
2.6 CONFIDENTIAL AND PROPRIETARY INFORMATION.....11
2.7 INSURANCE11
2.8 TAXES12
2.9 INVOICES/PAYMENT12
2.10 GOVERNING LAW.....12
2.11 RELATIONSHIP OF THE PARTIES12
2.12 NO WAIVER OF IMMUNITY13
2.13 INDEMNIFICATION13
2.14 NOTICE13
2.15 SECTION HEADINGS.....14
2.16 THIRD-PARTY BENEFICIARIES14
2.17 DISPUTE RESOLUTION.....14
2.18 TERMINATION14
2.19 DEFECTIVE / NON-CONFORMING WORK.....15
2.20 DEFAULT CONDITIONS.....15
2.21 WARRANTIES15
2.22 THIRD PARTIES.....15
2.23 UNENFORCEABLE SECTIONS15
2.24 SUBCONTRACTING.....15
2.25 WORK STOPPAGE.....16
2.26 HAZARDOUS MATERIALS.....16
2.27 BUSINESS ETHICS16
2.28 BUSINESS CERTIFICATES / HFB TAXES16
2.29 ATTORNEY FEES16

III. DESCRIPTION OF SERVICES	
3.1 PROJECT DESCRIPTION	16
3.2 COVERED PESTS.....	17
3.3 ACCESS TO PROPERTY	17
3.4 CATEGORIES OF SERVICES.....	17
3.5 INTEGRATED PEST MANAGEMENT (IPM) PLAN.....	17
3.6 UPDATES TO IPM PLAN.....	18
3.7 CONTRACTOR PERSONNEL	18
3.8 MINIMUM STANDARDS OF PERFORMANCE.....	19
3.9 REPORTING.....	19
3.10 TERM OF CONTRACT	19
3.11 BASIS OF PRICING.....	19
3.12 COMPETENCY RECOGNITION PROGRAMS	19
IV. EVALUATION FACTORS	
4.1 EVALUATION FACTORS	20
4.2 SPECIFICATIONS	20
4.3 OTHER CONSIDERATIONS.....	21
4.4 PRICING.....	21
V. PRICING SHEETS	21
VI. FORM A – HFB PROCUREMENT PROPOSER INFORMATION FORM	
6.1 COMPANY INFORMATION	22
6.2 CERTIFICATION AND DISCLOSURE STATEMENT	25
6.3 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION.....	26
VII. FORM B - ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT (Non-Construction Contracts).....	27
VIII. FORM C - PRICING AND SERVICE AFFIRMATION	28
EXHIBIT 1 LIST OF LOCATIONS	29
EXHIBIT 2 GUIDANCE ON INTEGRATED PEST MANAGEMENT.....	30

I. INSTRUCTIONS, SUBMISSION REQUIREMENTS AND PROCEDURES

1.1 GENERAL INFORMATION: The following instructions by HFB are intended to afford all Proposers an equal opportunity to participate in the proposal process and provide a predetermined set of criteria representing HFB's business and service requirements.

HFB utilizes Federal funds under the TEFAP, CSFP, SFSP and CACFP programs established by the U.S. Department of Agriculture (USDA). All Proposals must meet USDA terms and conditions for such funding.

In accordance with Federal civil rights law, and USDA civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs, are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
Fax: (202) 690-7442; or
Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

1.1.1 Non-Discrimination: HFB has a Non-Discrimination Policy whereby all vendors/contractors who propose to perform any work or furnish any goods under agreements with HFB shall agree to the following important principles:

1. Proposer will not discriminate against any employee, or applicant for employment, because of race, religion, color, sexual orientation or national origin, except where religion, gender, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Proposer.
2. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Notices, advertisements and solicitations placed in accordance with Federal law, rules or regulations shall be deemed sufficient for meeting the intent of this subsection.

1.1.2 Conflicts of Interest Prohibition: No member of the Board of Directors of HFB or staff thereof shall, either directly or indirectly, be a party to or be in any manner interested in any contract or

agreement with HFB for any matter, cause, or thing whatsoever by reason whereby any liability of indebtedness shall in any way be created against HFB. If any agreement or contract shall be made in violation of this subsection, the same shall be null and void, and no action shall be maintained thereon against HFB.

1.1.3 Ethical Conduct in Purchasing: Ethical conduct in managing HFB's purchasing activities is an absolute essential. Staff shall discourage the offer of, and decline, individual gifts or gratuities of value in any way that might influence the purchase of supplies, equipment, and/or services. Gifts to HFB, viewed as normal business incentives to obtain future HFB-approved business such as for meeting sites, are acceptable donations.

1.1.4 By submitting a Proposal, the Proposer agrees to provide the goods/services in full accordance with the specifications herein and other contract documents notwithstanding existing material and labor market conditions.

1.1.5 Questions concerning the RFP will be answered only if sent to HFB Procurement via email HFBProcurement@houstonfoodbank.org, on or before 4:00 PM Central Time January 25, 2018. All questions and answers shall be posted on HFB's website prior to RFP opening.

1.1.6 In an effort to encourage minority- and women-owned businesses to participate in HFB business and submit Proposals based upon their capacity to perform and be successful, this project may be awarded to more than one Proposer if it is in the best interest of HFB to do so.

1.1.7 All costs related to the preparation and submission of this proposal shall be paid by the Proposer. Issuance of this RFP does not commit HFB, in any way, to pay any costs in the preparation and submission of the Proposal. Nor does the issuance of the RFP obligate HFB to award, enter into an agreement, or purchase any goods and services stated in the RFP.

1.2 DEFINITIONS AND TERMS: In this RFP, terms are used as follows:

1.2.1 "Agreement" is defined in Section II, General Terms and Conditions.

1.2.2 "Contractor" refers to the person/firm/entity to whom a contract is awarded pursuant to this RFP.

1.2.3 "Description of Services" is set forth in Section III.

1.2.4 "Facility" means the facility located at 535 Portwall St., Houston, Texas 77029.

1.2.5 "HFB" refers to Houston Food Bank.

1.2.6 "Pricing Sheets" as set forth in Section IV.

1.2.7 "Project Manager" refers to the authorized HFB staff member assigned to work directly with the awarded Contractor(s). Lynn Davis, Director of Facilities, has been designated the Project Manager.

1.2.8 "Proposal" refers to the document submitted by an entity that addresses the scope and requirements of this RFP.

1.2.9 "Proposer" refers to the person/firm that submits the Proposal to this RFP.

1.2.10 "RFP" refers to this Request for Proposal.

1.2.11 "Scope of Work" is set forth in Section I Description of Services.

1.2.12 Singular terms shall include the plural and vice versa. A gender reference includes both genders.

1.3 SPECIFICATIONS: Proposer is expected to examine and be familiar with all requirements and obligations of this entire RFP. Failure to do so will be at Proposer's risk. The evaluation criteria for the award of this RFP are set forth in Section IV Evaluation Factors of this RFP.

1.4 PROPOSAL INFORMATION REQUIRED:

1.4.1 To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

The Proposal shall be submitted in a report cover with tabs as set forth below:

Title Page

Show the RFP title, the name of the Proposer firm, address, telephone number, name of contact person, and date.

Tab 1 – Table of Contents

Clearly identify the materials by sections and page numbers.

Tab 2 – Proposal Submission Forms

Complete and return Forms A–C set forth in the last Section of this RFP. The set of forms submitted in the proposal marked "ORIGINAL" requires original manual signatures. Copies of the forms bearing original signatures should be included in each copy report cover.

The forms should be submitted in the following order:

1. FORM A: Company Information
2. FORM B: Addendum for Agreement funded by U.S. Federal Grant (Non-Construction Contracts)
3. FORM C: Pricing and Service Affirmation

Tab 3 – Profile of the Proposer

a. Indicate the number of people in your organization and their level of experience and qualifications and the percentage of their time that will be dedicated to this project.

b. Provide testimonials and references from five (5) local current or past clients including the Proposer's summary of the type of goods and/or services your organization has provided and/or performed for each client. The testimonials and references must be on the letterhead of the current or past clients providing the testimonials and references.

Tab 4 – Scope Section

Clearly describe the scope of the pest control services to be provided based upon the information in Section III Description of Services. Respond to each item listed.

Tab 5 – Invoice Procedure

Describe the Proposer firm’s invoicing procedure. Include documentation identifying all of the Proposer’s fees.

Payment terms. HFB’s standard payment terms are 30 days after invoice is received. State any payment discounts that your company offers, i.e., 2% 10 days – net 30; or 5% 7 days – net 30.

Tab 6 – Price

Any and all pricing information, including any alternate pricing proposals that may be acceptable for some projects.

Tab 7 – Addenda

Insert all addenda under this section.

1.5 SUBMISSION OF PROPOSALS: The Proposer should propose its lowest and best price, as applicable, on each pest control service which they would like HFB to consider, based on the Description of Services of this RFP. Proposals shall be submitted in strict compliance with the instructions set out in this RFP.

1.5.1 All prices shall be entered on the Proposal in ink or typewritten. All required signatures shall be original and in blue ink.

1.5.2 All costs associated with the Project must be enumerated in the Proposal. Any costs associated with the Project not explicitly enumerated and discussed in the Proposal will not be honored. Proposer shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered. No travel or accommodation expenses are required to perform this Project.

1.5.3 Proposer is required to provide HFB with a menu of any optional services offered. Each service must be priced separately and independent of any other services offered or rendered.

1.5.4 HFB is exempt from and will not be responsible for payment of any taxes.

1.5.5 Failure to manually sign the required forms of this Proposal may result in rejection of the Proposal.

1.5.6 A signed submitted Proposal constitutes an offer to perform the work and/or deliver the product specified in this RFP.

1.6 FINANCIAL INFORMATION: Provide a statement that describes your company’s financial stability and economic capability to perform the services described in Section III of this RFP. A recent annual report or a current audited financial statement may be substituted.

1.7 DISCUSSIONS / NEGOTIATIONS: Discussions/negotiations may be conducted with Proposers who are deemed to be within the final competitive range; however, HFB reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by HFB and will include only those initial Proposals that HFB determines have a reasonable chance of being awarded a

contract. If discussions/negotiations are conducted, Proposer may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of negotiations/discussions.

1.8 BEST AND FINAL OFFERS: Best and final offers must be received by the date/time provided during discussions/negotiations, or the originally submitted Proposal will be used for further evaluation and award recommendation.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn by written or electronic notice received by the Sr. Manager Budget & Federal Compliance prior to the exact hour and date specified for receipt of Proposals. A Proposal may also be withdrawn in person by a Proposer's authorized representative prior to the Proposal Due Date and time, provided the Proposer's identity is confirmed and Proposer's representative signs a receipt for the proposal.

1.10 PROPOSALS: All Proposals will be opened on March 23, 2018 at 1:00 PM. A formal public "opening" will not be held. Trade secrets and confidential information contained in Proposals shall not generally be open for public inspection, but HFB's records are subject to the State of Texas Public Information Act requirements. HFB is subject to Federal, state and local procurement regulations as related to the USDA programs listed in Section I.

1.11 SCHEDULE: The following schedule and timelines apply to this RFP.

1.11.1 HFB desires to complete the proposal process in accordance with the following timeline which is subject to change at HFB's discretion:

TIMELINE	
Release RFP:	March 9, 2018
Last date for questions:	March 22, 2018
RFP Due	March 23, 2018
Bid opening:	March 30, 2018
Selected Proposal Approved	April 6, 2018

1.11.2 At HFB's discretion, one or more Proposers may be invited to demonstrate their solution and/or system and interview, based on a HFB pre-defined agenda and timeline. Said Proposer will be notified by email if HFB determines that such demonstrations and interviews are needed. Proposer shall demonstrate their competence, qualifications and/or ability to satisfy HFB's RFP requirements.

1.11.3 Award of the Project to Proposer will be confirmed by an award letter. An award letter will go to Proposer selected. A notification letter will go to each Proposer that is not selected.

1.11.4 Timelines set forth herein may be strictly enforced by HFB. HFB, however, maintains sole discretion to adjust any deadline or timeline to suit the best interests of HFB.

1.11.5 Responses submitted after the due date and time noted in this RFP shall not be considered and shall be returned to the Proposer, unopened, by United States Mail. HFB is not responsible for lateness of U.S. Mail, Commercial (Professional) Carrier, personal delivery, or any other delivery method. The time and date will be noted on the envelope or package upon receipt by either HFB Welcome Desk or staff assigned to receive HFB mail at 535 Portwall St., Houston, TX 77029. This

shall be the official date and time of receipt. It shall be the sole responsibility of the Proposer to ensure that its bid is received at the appropriate location by the specified deadline. **There shall be no exceptions to these requirements.**

1.12 RETENTION OF PROPOSAL DOCUMENTATION: All Proposal materials and supporting documentation that are submitted in response to this RFP becomes the permanent property of HFB.

1.13 RESERVATION OF RIGHTS: HFB reserves the right to reject any and all Proposals. HFB reserves the right in its sole discretion to accept the Proposal it considers the best value for HFB and the right to waive any and all minor irregularities in the Proposal. Additionally, HFB reserves the right to waive any requirements of the RFP. HFB further reserves the right to reject all Proposals and seek new proposals when such action would be deemed in the best interests of HFB.

1.14 APPEAL PROCESS: Any Proposer that submitted a Proposal may appeal HFB's award, if the appeal is based on deviations from laws, rules, regulations, or HFB policies. Proposer shall submit their written appeals via U.S. mail to HFB Procurement at 535 Portwall St., Houston, TX 77029 or via email at HFBProcurement@houstonfoodbank.org. Appeals must be received no later than 4:00 P.M. on or before the fifteenth (15th) business day after HFB Award.

II. GENERAL TERMS AND CONDITIONS

The following terms and conditions are incorporated into this RFP and incorporated into any letter agreement or formal written agreement between HFB and the successful Proposer or Contractor.

2.1 AGREEMENT, INTEGRATION, TERM & TRANSITION REQUIREMENTS:

2.1.1 The terms, conditions, specifications, stipulations and requirements stated in this RFP, and any and all addenda issued by HFB, shall become part of the Agreement entered into between HFB and Contractor, unless otherwise determined by HFB per the Agreement provisions. Contractor, as determined by HFB, may be required to execute a written contract to furnish all goods and/or services and other deliverables required for successful performance of the service. **No Contractor shall obtain any interest or rights in any award until HFB has executed the Agreement.** HFB reserves the right to require any modification to the Agreement terms if the modifications are deemed to be in the best interest of HFB and do not substantially change the scope of HFB award.

2.1.2 In the event of a license agreement or other contract document requested by Contractor for execution, HFB reserves the right to review and amend such document at HFB's discretion.

2.1.3 The RFP, with all addenda, and those provisions in the Proposal that are satisfactory to HFB, which may include, but are not limited to a written contract, agreement letter or purchase order, constitute the Agreement between Contractor and HFB (collectively, the "Agreement"). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY CONTRACTOR FORM, PROPOSAL OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES. To the extent there is any conflict between or among the documents composing the Agreement, the following hierarchy (from most to least authoritative) shall prevail: (i) written contract, agreement letter or purchase order as applicable, (ii) RFP as provided, and (iii) any Proposal provisions agreed to by HFB.

2.1.4 Unless otherwise provided or required by HFB, a standard agreement which results from this RFP shall be for a period of three years from the effective date of the Agreement or as otherwise stated in the Agreement. Alternately, HFB may approve shorter terms of agreement upon the mutual consent of the parties. At HFB's option, there may be an additional 90-day transitional period added to the end of the term. The Agreement prices, terms and conditions are to remain in force during the transitional period.

2.1.5 Once the performance of the Agreement has begun, any change orders or requests will be made in accordance with HFB procedures and policies. If Contractor acts on the direction of an HFB employee that is not authorized to make changes, Contractor does so at its own risk or peril and risks termination of the Agreement for cause. Also, if a Contractor attempts, or receives, a modification/amendment from an HFB employee that is not authorized to make changes, Contractor does this at its own risk or peril and risks termination of the Agreement for cause.

2.1.6 The Agreement shall provide that Contractor representative will, on a minimum monthly basis, contact the Project Manager to facilitate open and responsive communication between the parties thereto and to assist HFB in facilitating all aspects of the contract.

2.2 NON-ASSIGNMENT: Contractor may not assign, sell, or otherwise transfer its interest in the Agreement or any part thereof, without prior written consent from HFB. Contractor shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to Contractor pursuant to this RFP.

2.3 USE OF HFB NAME OR LOGO: Contractor may not use HFB's official name or logo, or any phrase associated with HFB, without the written permission from HFB.

2.4 AUTHORIZATION / PERMITS: Contractor must have current licenses, permits, fees and similar authorizations required by the City of Houston, Harris County, and the State of Texas to conduct business and provide awarded services to HFB and, upon the request of HFB, must provide copies of all licenses, permits and fees as being paid and current that are required to do business by the city, county and state for the type of business they are seeking to provide to HFB. Contractor will maintain all such licenses, permits, fees and similar authorizations current for the duration of the Agreement term.

2.5 CONTRACTOR DOCUMENT AUDIT AND INSPECTION/RECORD RETENTION:

2.5.1 HFB reserves the right to audit various Contractor documents as requested by HFB. From time to time, HFB may desire to audit certain Contractor documents to ensure compliance with the Agreement and/or Proposal response. Some audits may include but are not limited to checking Contractor's invoices, and supporting documentation and/or other similar types of documents. Contractor agrees to furnish HFB, in a reasonable time at a mutually agreeable place, documents requested by HFB to perform any such reviews or audits.

2.5.2 HFB, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all Contractor's records relating to this Agreement, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data. Contractor shall preserve all such records for a period of five (5) fiscal years or for such longer period as may be required by law, after final payment relating to this Agreement. If payment of the services is funded from contract/grant funds provided by the U.S. Government or the State of Texas, all documentation, including books and records shall be available for review and audit by the Comptroller General of

the U.S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

2.6 CONFIDENTIAL AND PROPRIETARY INFORMATION: HFB and Contractor may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within ten (10) working days and identified as being confidential (“Confidential Information”). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party’s Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party’s Confidential Information to anyone other than the receiving party’s employees on a need-to-know basis, and (iii) use the disclosing party’s Confidential Information solely for performance of this project. The foregoing requirement shall not apply to any portion of a party’s Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party’s Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

2.7 INSURANCE:

2.7.1 Unless otherwise agreed to by HFB, Contractor shall carry insurance with responsible carriers acceptable to HFB rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. Contractor shall furnish certificates of insurance (Acord Form) to HFB indicating compliance with this paragraph.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
1. Workers’ Compensation and Employers Liability	Statutory
2. Automobile Liability:	\$100,000 per accident
Bodily Injury & Property Damage for all owned, non-owned vehicles and hired vehicles	\$1,000,000 Combined Single Limit
3. Commercial General Liability	\$1,000,000 Combined Single Limit

2.7.2 Contractor shall submit evidence with the Proposal and again at the time of any execution of the Agreement that it has in full force and effect all insurance requirements listed above. Contractor shall maintain such insurance in full force and effect throughout the duration of the Agreement. In the event that it is not commercially feasible to maintain insurance during the period required by the Agreement, Contractor shall supply HFB with equivalent assurance to the required insurance, acceptable to HFB.

2.7.3 HFB shall be named as an additional insured on the automobile and commercial general liability policy. HFB shall be named as an alternate employer on the workers’ compensation policy. A waiver of subrogation shall be issued in favor of HFB in the workers’ compensation, automobile and commercial general liability policies. Contractor shall provide HFB with original certificates of insurance, acceptable to HFB. Insofar as allowed by law, such certificates shall indicate an

agreement by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days' prior written notice to HFB. In the event there is a deductible on any policy, Contractor may be asked to provide evidence to the satisfaction of HFB that it is able to satisfy the deductible.

2.7.4 Notice regarding insurance and **cancellation or changes** should be mailed to:

Project Manager
Houston Food Bank
535 Portwall Street
Houston, Texas 77029

2.7.5 HFB reserves the right to require additional insurance coverage to be carried by Contractor as deemed desirable by HFB, depending on the type of Project.

2.8 TAXES: HFB is exempt from local, state and federal taxes. In the event that taxes are imposed on the goods and/or services purchased, HFB will not be responsible for payment of the taxes. Contractor shall absorb the taxes entirely. HFB will supply tax exemption information upon request.

2.9 INVOICES/PAYMENT:

2.9.1 HFB standard payment terms are net 30 days after receipt of invoice. Contractor may offer HFB a cash discount for payment of an invoice with stated discount terms. Contractor's invoices should be sent to the attention of the Project Manager: Houston Food Bank, 535 Portwall Street, Houston, Texas 77029.

2.9.2 Invoices should be provided to HFB in a timely manner. Contractor is requested to invoice HFB within 30 days of providing goods and/or services to HFB.

2.9.3 Invoices will be date- and time-stamped upon receipt. Contractor's invoices should provide the supporting documentation. Each line item on the invoice should contain the corresponding line item number shown on the supporting documentation. Invoices submitted without the supporting documentation may be returned to the Contractor for correction. Corrected invoices will be subject to the same payment provisions as original invoices.

2.9.4 In the event a Contractor presents HFB with invoices, statements, reports, etc., that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. HFB will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Contractor.

2.10 GOVERNING LAW: Any agreement resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.

2.11 RELATIONSHIP OF THE PARTIES: It is understood and agreed that Contractor is a separate legal entity from HFB and neither it nor any employees, volunteers, or agents contracted by it shall be

deemed for any purposes to be employees or agents of HFB. Contractor assumes full responsibility for the actions of its personnel and volunteers while performing any services pursuant to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and Social Security), workers' compensation, disability benefits and like requirements and obligations.

2.12 NO WAIVER OF IMMUNITY: HFB does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of entering into any agreement or contract relating to this project or by performing any of the functions or obligations relating to the project. Nothing in any agreement shall be construed as creating any personal liability on the part of any trustee, officer, employee, or representative of HFB. No waiver of a breach of any provision of the contract and/or agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

2.13 INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND HFB AND EACH OF ITS RESPECTIVE PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEY AND EXPERT FEES, COURT COSTS AND EXPENSES INCURRED BY HFB AND ITS OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY CONTRACTOR AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR'S PERFORMANCE OF THE AGREEMENT.

All obligations as set forth in this section shall survive the completion of or termination of the Agreement.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

2.14 NOTICE: Any notice required to be given relating to the Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses:

To: **Contractor's Contact Name and Address as listed in Form A – Section 5.1**

To: Houston Food Bank
Attn: Mr. Lynn Davis, Director of Facilities
535 Portwall Street
Houston, Texas 77029

Copy to: Houston Food Bank
Attn: Mr. Anthony Medina, Facilities Manager
535 Portwall Street
Houston, Texas 77029

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

2.15 SECTION HEADINGS: The headings of sections and paragraphs contained in any document related to this Project are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the project.

2.16 THIRD-PARTY BENEFICIARIES: Nothing relating to this Project shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against HFB or Contractor.

2.17 DISPUTE RESOLUTION: At the option of HFB, Contractor and HFB agree that prior to filing any suit, administrative proceeding, or other legal proceeding, related to the Agreement, each party shall submit any and all disputes to the alternative dispute resolution process of **nonbinding** mediation. Contractor and HFB further agree to attend the mediation and to participate in settlement negotiations in a good faith effort to resolve any and all disputes through a written settlement agreement. The mediation shall take place in Harris County, Texas, and will be conducted by a mediator mutually selected by the parties. If the parties are unable to agree to a mediator, each party shall submit a list of up to three names as a mediator along with a curriculum vitae and costs associated with each name submitted. Each party will alternate in striking one name from the list until only one name remains. The remaining name will be the agreed-upon mediator. HFB will have the first opportunity to strike a name from the list. All fees and costs of the mediator shall be shared equally between the parties. No formal record shall be made of the mediation.

2.18 TERMINATION:

2.18.1 HFB reserves the right to terminate, without cause and for any reason, the Agreement resulting from this RFP upon thirty (30) calendar days prior written notice, or five (5) days prior written notice for cause.

2.18.2 HFB also has the right to terminate the Agreement for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to Contractor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

2.19 DEFECTIVE / NON-CONFORMING WORK:

2.19.1 If, following seven (7) calendar days of a written notice to Contractor identifying defective or nonconforming work, Contractor or its subcontractors fail to correct such defective or nonconforming work, HFB may order Contractor to stop further work, or any portion thereof, until the defect or nonconformance has been properly corrected by Contractor or its subcontractors.

2.19.2 Should Contractor not proceed with the correction of defective or non-conforming work within three (3) additional calendar days of HFB's order to stop further work, as set forth above, HFB may cause the removal, repair or correction of the defective or nonconforming work and may charge all associated costs of the same to Contractor.

2.20 DEFAULT CONDITIONS: If Contractor: (i) breaches any provision of the Agreement, *including the failure to communicate on a monthly basis as provided in Section 2.1.6 hereof*; (ii) becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors; or (iii) is in violation of any state or federal law (collectively, "event of default"), HFB will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) days prior written notice to Contractor. HFB will then be relieved of all obligations, except to pay the reasonable value of Contractor's prior performance, satisfactory to HFB (at a cost not exceeding the Agreement rate and subject to any claims, costs and expenses incurred by HFB as a result of Contractor default). In the event of default, HFB is expressly authorized to obtain the goods or services that would have been provided by Contractor under this Agreement from an alternative source. Contractor will be liable to HFB for all costs exceeding the Agreement price that HFB incurs in completing or procuring the services and goods as provided for in the Agreement. HFB's right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

2.21 WARRANTIES: CONTRACTOR EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE AGREEMENT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP AND RESULTING AGREEMENT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. CONTRACTOR EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING AGREEMENT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES, AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF HFB'S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE AGREEMENT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY HFB'S CHIEF FINANCIAL OFFICER.

2.22 THIRD PARTIES: Nothing in this RFP shall create a contractual relationship with or a cause of action in favor of a third party against either HFB or Contractor.

2.23 UNENFORCEABLE SECTIONS: If any portion of this RFP or any Agreement is deemed to be unenforceable, the remainder of the RFP and Agreement shall be construed as if such unenforceable provisions had never been contained therein.

2.24 SUBCONTRACTING: Contractor shall not subcontract services provided in this RFP without prior written approval by HFB.

2.25 WORK STOPPAGE: In no event shall HFB be liable or responsible to Contractor or any other person for or on account of, any stoppage or delay in work.

2.26 HAZARDOUS MATERIALS: In the performance of Contractor's services, Contractor shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Contractor shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of Contractor's activities.

2.27 BUSINESS ETHICS: During the course of the project awarded by this RFP, Contractor will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts over \$50, entertainment, payments, loans, or other considerations beyond that which may be collectively categorized as incidental shall be made to any employees or officials of HFB, its authorized agents and representatives, or to family members of any of them. At any time, Contractor believes there may have been a violation of this obligation, Contractor shall notify HFB of the possible violation. HFB is entitled to request a representation letter from Contractor, its subcontractors or vendors at any time to disclose all things of value passing from Contractor, its subcontractors or vendors to HFB's personnel or its authorized agents and representatives.

2.28 BUSINESS CERTIFICATES / HFB TAXES: All individuals or entities entering into a contract with HFB must adhere to the following applicable Texas laws as they pertain to their individual type of ownership.

2.28.1 Corporations:(domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.546 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and taxes are paid.

2.28.2 Partnerships and Joint Stock Companies, and Limited Liability Partnerships: (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be, properly registered with the Texas Secretary of State in accordance with the Texas Secretary of State in accordance with TITLE 105 – PARTNERSHIPS and JOINT STOCK COMPANIES, CHAPTER ONE- PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED PARTNERSHIP ACT, Article 6132a-1, Texas Revised Limited Partnership Act. All partners in a partnership must file a "Certificate of Limited Partnership" with the Secretary of State, which shall be made available for inspection upon request.

2.29 ATTORNEY FEES: In connection with HFB's defense of any suit against it and/or HFB's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any Agreement, in which HFB prevails as to all or any portion of its defense, claims, counterclaims or actions, HFB shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.

III. DESCRIPTION OF SERVICES

3.1 PROJECT DESCRIPTION: HFB intends to enter into one or more contracts for pest control services at various locations owned or leased by HFB. The locations consist of a warehouse with

administrative offices and commercial kitchen, truck center consisting of offices and truck bays and leased warehouses, as needed. See Exhibit 1 for a current list of HFB's locations.

HFB, at its sole discretion, reserves the right to award multiple contracts for these locations or to exclude some of the locations from the contracts. The specific locations, especially the leased warehouse location, may vary during the contract.

3.2 COVERED PESTS: Contractor shall adequately suppress the following pests:

1. Indoor populations of rodents, insects, including cockroaches and arachnids, and other arthropods, grain beetles, cigarette beetles, weevils and other pest.
2. Outdoor populations of potentially indoor-infesting species that are within the property boundaries of the specified buildings.
3. Nests of stinging insects within the property boundaries of the specified buildings.
4. Pest populations that are incidental invaders inside the specified buildings, including winged termite swarmers emerging indoors.
5. Pests that primarily feed on outdoor vegetation.

Contractor shall notify HFB if it notices unusual levels of the following pests. Contractor is not responsible for their control unless HFB and Contractor agree in writing.

1. Birds, bats, snakes, and all other vertebrates other than commensal rodents.
2. Termites and other wood-destroying organisms.
3. Mosquitoes.

3.3 ACCESS TO PROPERTY: HFB will provide Contractor with access to all the facilities as required.

3.4 CATEGORIES OF SERVICES: Contractor shall perform the following tasks for the facilities listed on Exhibit 1 of this RFP.

1. **Initial Inspection:** Conduct an initial inspection during the first month of the contract or when being assigned new facilities. The initial inspection is for the contractor to evaluate the needs of the premises and to present findings with HFB. The following specific points should be addressed:
 - a. Identification of problem areas in and around the building;
 - b. Discussions of effectiveness of previous efforts;
 - c. Contractor access and coordination to all necessary areas;
 - d. Establish locations for routine monitoring in common areas; and
 - e. Information for the contractor of any restrictions or special safety precautions.
2. **Routine Inspection:** Conduct regularly scheduled inspection services for pests, set out or collect monitoring traps, and treat units for pests as needed. Inspections should be weekly.
3. **Emergency Inspection:** Conduct inspections and necessary treatment in response to requests by HFB for corrective action. Emergency Inspections, when requested, are to be performed within eight (8) hours during normal working hours.
4. **Call-Back Service:** Conduct follow-up inspection in response to HFB's staff complaints. Routine call-back service shall be furnished within one (1) workday after receipt of notification by HFB. Call-back service required by HFB due to Contractor negligence will be at no charge.
5. **Special Service:** Conduct inspection and pest control as agreed to by Contractor and HFB for pests such as wood-boring insects, birds, and snakes not covered by routine inspections as noted in Section 3.01 and fumigation of entire facilities.

3.5 INTEGRATED PEST MANAGEMENT (IPM) PLAN: HFB has determined that it will control pests using Integrated Pest Management ("IPM") consistent with AIB International standards and all federal and

state pest control rules and regulations. Contractor shall submit with its proposal its IPM Plan. Contractor shall be responsible for carrying out work according to the approved IPM Plan.

At a minimum, the IPM Plan shall consist of the following:

1. **Materials and Equipment for Service:** Contractor shall provide current labels and Safety Data Sheets (SDS) of pesticides to be used, and brand names of pesticides application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest IPM devices or equipment.
2. **Method for Monitoring and Surveillance:** Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessment of pest population levels throughout the term of the contract. This information must include general locations of common area monitoring traps and responsibilities for routinely checking the traps.
3. **Service Schedule for Each Building or Site:** Contractor shall provide complete service schedules that include specific day(s) of the week of Contractor visits, and approximate duration of each visit. Contractor's proposal shall assume a monthly treatment per property. If more or less frequent visits may be needed based on inspections and trap results, Contractor shall explain the basis for adjusting the service schedule. Except as otherwise agreed, all work at properties under this contract shall be performed between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, and shall not interfere with daily HFB operations.
4. **Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort:** Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.
5. **Commercial Pesticide Applicator Certificates or Licenses:** Contractor shall identify the personnel providing pest control, including the pest management supervisor. Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this contract.

3.6 UPDATES TO IPM PLAN: Contractor shall receive the concurrence of HFB prior to implementing any subsequent changes to the approved IPM Plan, including additional or replacement pesticides and on-site service personnel. Contractor shall provide licenses for every contractor employee who will be performing on-site services before the employee begins work on HFB's property. Any substitutions, additions, or replacement of personnel from those cited in Contractor's original proposal must be submitted to HFB for approval.

3.7 CONTRACTOR PERSONNEL: Contractor shall provide qualified, professional pest management personnel who:

1. Understand current practices in this field and have experience providing pest control services in both warehouse and commercial kitchen environments.
2. Conduct themselves in a professional and workmanlike manner, with minimal noise and disruption.
3. Maintain certification as Commercial Pesticide Applicators in the category of institutional pest control services.
4. While working at HFB-owned or leased properties, shall wear distinctive uniform clothing that has the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner.
5. Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used.
6. Use only Contractor vehicles identified in accordance with state and local regulations.
7. Observes all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.
8. Obtain building passes as supplied by HFB.

Contractor shall have access to a full-time entomologist who has demonstrated expertise in structural pest control, especially for rodents and cockroaches, and will be available for routine and emergency consultation.

3.8 MINIMUM STANDARDS OF PERFORMANCE: Contractor's performance will be evaluated in accordance with the approved IPM Plan. If pests appear between scheduled treatment, Contractor may be called back to treat the room(s), or building where the problem occurred.

If Contractor fails to arrive at HFB facility within one (1) workday after the request for call-back service, HFB shall have the right to obtain the service elsewhere and Contractor agrees that the actual cost of such service shall be deducted from Contractor's invoice covering the period for which the outside service was obtained. This deduction will be supported by a copy of the invoice covering the emergency service obtained elsewhere.

3.9 REPORTING: As part of the services provided under this contract, the collection and transmittal of data collected by Contractor during the work is crucial to the effectiveness in managing the IPM. Contractor must propose reporting and recordkeeping plans to enable HFB to monitor Contractor's work in a timely and efficient manner. As a minimum, Contractor is required to collect and submit the reports detailed below. HFB will review and approve report format prior to contract award.

Upon completion of each treatment cycle at a HFB facility, Contractor must submit the extermination log with a spreadsheet summary highlighting troubled areas within one week after the treatment cycle. Contractor must submit the report in hard-copy format and by email in electronic spreadsheet format. The hard copy must be signed by HFB. HFB will not pay for work that is not documented by this report or for work documented on the report but not signed by HFB. The reports shall include, but not limited to the following:

1. Brief narrative discussing the findings as they relate to an increase or new infestations by facility, including recommendation for treatment or preventative measures.
2. Discuss any findings of deficiencies due to lack of access, inadequate or improper treatments, or recommendations of change to a more effective chemical.

Contractor shall submit reports to the Director of Facilities at HFB. Failure to submit the above reports on time shall be considered a material breach of the contract and could be used as basis for termination of the contract.

3.10 TERM OF CONTRACT: The term of this contract shall be for a period of two (2) years. The term of this agreement may be formally modified in writing by an authorized individual of HFB. HFB may discontinue this contract immediately upon furnishing notice to the Contractor if the parties fail to agree upon any deletion, amendment, or addition to this agreement. No deletion, modification, addition to, or discontinuance of this contract shall affect any orders hereunder entered into prior to the effective date of such change, unless mutually agreed to by the parties or otherwise required by operation of law.

3.11 BASIS OF PRICING: Please provide unit pricing in Section V Pricing Sheets for each of the services. See Section 3.4 Categories of Services for descriptions of the services. Contractor can propose additional breakdown of the prices.

3.12 COMPETENCY RECOGNITION PROGRAMS: Contractor may identify in the proposal its active participation in programs that recognize demonstrated competency. These programs include:

1. QualityPro offered by the National Pest Management Association. See www.npmaqualitypro.org for details.

2. GreenShield Certification offered by the IPM Institute of North America. See www.greenshieldcertified.org for details.

If Contractor claims recognition by one of these programs, Contractor must document that recognition and agree to comply with the requirements of the program.

IV. EVALUATION FACTORS

4.1 EVALUATION FACTORS: The Evaluation Committee will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP using the weighted value of the criteria listed below. Each Proposal received will be analyzed to determine overall responsiveness and completeness as defined in the scope section and in the instructions on submitting a proposal. Failure to comply with the instructions or to submit a complete Proposal may deem a Proposal nonresponsive and may, at the discretion of the Evaluation Committee, be eliminated from further evaluation. Contracts will be awarded to the responsible bidder(s) whose proposal is most advantageous to HFB, based on the evaluation criteria and points specified below.

Rating Criteria	Max. Score
Integrated Pest Management Plan: See Section 3.5	35
Past Experience: See Section 3.7	15
Reporting Plan and Capability: See Section 3.8	15
Proposed Costs and Incentives: See Sections 3.9 and 3.10	25
Participation in Quality Pro or Green Shield Certification or equivalent: See Section 3.11	10
Total Possible Score	100

4.2 SPECIFICATIONS: All Proposers are encouraged to review their costs and provide **FINAL** pricing. Each Proposer must provide documentation relative to quality in services, based on priorities, for consideration by HFB and satisfying the following variables:

1. Past Performance

- a. Roster of five (5) past clients and current clients under contract with company
- b. Blend current and long-standing clients that will provide references
- c. Accomplishments/successes that indicates positive growth
- d. Document achievements, awards, recognitions

2. Personal Profiles. Provide profiles that chronicle work history, experiences and service of the Account Manager(s) assigned to manage this proposal.

3. Cost of Service. Show correlation between proposed cost and effectiveness and efficiency:

- a. Timely pickups
- b. Missed service

4. Quarterly meetings (HFB and Contractor)

5. Communications, including response time, for specific request

6. Information regarding special services for special needs/time previously provided to past or current clients.

7. Controlling and executing activities designed to improve services.

4.3 OTHER CONSIDERATIONS:

4.3.1 HFB reserves the right to make multiple awards, if in the best interest of HFB. Any Proposal which does not meet the requirements or which contains irregularities of any kind, or is incomplete, conditional or obscure, may be cause for rejection of a Proposal.

4.3.2 Contractor shall service future locations added and/or removed as a HFB facility. The number of service days shall be calculated by Contractor and approved by HFB in writing. This will then become the new schedule unless further amended by HFB.

4.4 PRICING: The Pricing Sheets in Section IV must be filled out. The Pricing Sheets will be uploaded in an Excel spreadsheet. We must receive a hard copy (original) of the pricing sheets. Failure may be reason for disqualification. Contractor shall provide a 30-day written notice of any price changes during the term of the Agreement and provide the documentation to support such price adjustments. HFB does not have to accept the cost increase and may decide to cancel or seek other Contractors to fulfill the agreement under current project or a new project.

V. PRICING SHEETS

Provide pricing for each of the services. See Section 3.4 Categories of Services for descriptions of the services. If necessary, propose additional breakdown of prices.

Facility	Initial Inspection	Routine Inspection	Emergency Inspection	Call-back Service	Special Services
Warehouses (multiple locations)					
Commercial Kitchen					
Offices (multiple locations)					
Truck Bays					

VI. FORM A – HFB PROCUREMENT PROPOSER INFORMATION FORM

Notice

This form requires a manual signature in blue ink after each subsection, a manual signature in blue ink on the final page and a notary attestation at end of this form.

THE FOLLOWING INFORMATION IS SUBMITTED IN CONNECTION WITH THE PROPOSAL, SUBMISSION OR BID OF PROPOSER IN CONNECTION WITH THE ABOVE DESCRIBED PROJECT OR MATTER.

6.1 COMPANY INFORMATION:

COMPANY NAME _____

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER _____

HOME OFFICE _____ LOCAL OFFICE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX _____

CONTACT PERSON'S NAME _____

CONTACT PERSON'S TELEPHONE NUMBER _____ FAX NUMBER _____

CONTACT PERSON'S EMAIL ADDRESS _____

1. NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN CONTINUOUS OPERATION _____
2. NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN BUSINESS UNDER ITS PRESENT BUSINESS NAME _____
3. TYPE OF BUSINESS ENTITY (Please check):
 PUBLICLY TRADED CORPORATION PRIVATE CORPORATION LIMITED PARTNERSHIP
 PARTNERSHIP SOLE PROPRIETORSHIP NOT for PROFIT ENTITY

4. If CORPORATION, ANSWER THE FOLLOWING QUESTIONS:

DATE OF INCORPORATION	PRESIDENT
STATE OF INCORPORATION	VICE PRESIDENT
CHARTER NUMBER	CORPORATE SECRETARY
	TREASURER

5. IF PARTNERSHIP OR CORPORATION, DATE OF ORGANIZATION CREATION _____
6. IF SOLE PROPRIETOR, NUMBER OF YEARS IN BUSINESS _____
7. NUMBER OF YEARS DOING BUSINESS WITH HFB _____

8. NAME AND COMPLETE ADDRESS OF ALL PARTNERS LISTED ON A SEPARATE SHEET AND ATTACHED.
9. IF OTHER THAN CORPORATION OR PARTNERSHIP, DESCRIBE ORGANIZATION AND NAME OF PRINCIPALS:
-
-

10. MINORITY OWNERSHIP:

IS YOUR FIRM A MINORITY- AND/OR WOMAN-OWNED FIRM? YES NO

PERCENTAGE OF OWNERSHIP THAT IS MINORITY- OR WOMAN-OWNED _____%

CHECK ALL THAT ARE APPROPRIATE:

- ASIAN/PACIFIC ISLANDER AFRICAN AMERICAN HISPANIC AMERICAN INDIAN ANGLO

LOCATION: HOUSTON, TX OUT OF STATE OUT OF STATE WITH LOCAL OFFICE

CHECK ALL ORGANIZATIONS THAT HAVE ISSUED YOUR MINORITY STATUS:

- THE HOUSTON BUSINESS COUNCIL SMALL BUSINESS ADMINISTRATION
- DEPARTMENT OF ENERGY DEPARTMENT OF DEFENSE
- DEPARTMENT OF TRANSPORTATION METRO TRANSIT AUTHORITY CITY HOUSTON

11. NAME OF STATE WHERE YOUR HOME OFFICE/HEADQUARTERS IS LOCATED: _____
 IF NOT TEXAS, DOES THE STATE HAVE PREFERENTIAL TREATMENT ON BIDS YES NO
 IF YES, WHAT PERCENTAGE: _____%

12. EQUAL OPPORTUNITY EMPLOYER INFORMATION. THE HOUSTON FOOD BANK CAN ONLY DO BUSINESS WITH EQUAL OPPORTUNITY EMPLOYERS.

CURRENT TOTAL NUMBER OF EMPLOYEES _____ MALES _____ FEMALES _____

OF THE TOTAL NUMBER OF PERSONS CURRENTLY EMPLOYED, PROVIDE THE FOLLOWING INFORMATION:

ANGLO _____ HISPANIC _____ AFRICAN AMERICAN _____ OTHER MINORITIES _____

MEXICAN-AMERICAN/SPANISH SURNAMES _____

DO YOU ADVERTISE AS AN "EQUAL OPPORTUNITY EMPLOYER"? YES NO

DO YOU HAVE A WRITTEN NON-DISCRIMINATORY POLICY OF EMPLOYMENT? YES NO

HAS THIS POLICY BEEN CIRCULATED THROUGHOUT YOUR ORGANIZATION? YES NO

NAME AND TITLE OF PERSON TO CONTACT REGARDING EQUAL OPPORTUNITY INFORMATION ISSUES:

NAME _____ TITLE _____

13. LIST YOUR BANKING REFERENCE:

BANK NAME _____ OFFICER'S NAME _____

BANK ADDRESS _____ CITY STATE ZIP _____

OFFICER'S TELEPHONE NUMBER _____ OFFICER'S FAX NUMBER _____

I attest that I have answered the questions regarding company information truthfully and to the best of my knowledge.

AUTHORIZED SIGNATURE _____

Blue Ink is Required

PRINTED NAME _____

TITLE _____

[The rest of this page has been intentionally left blank]

6.2 CERTIFICATION AND DISCLOSURE STATEMENT:

If an individually owned Company: (Please check)

Has the owner ever been convicted of a felony? Yes No

If a Corporation, Partnership, Limited Partnership, etc: (Please check)

Has any owner, or partner, of your business entity been convicted of a felony? Yes No

Has any manager or director of your entity been convicted of a felony? Yes No

Has any employee of your entity been convicted of a felony? Yes No

If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and County where the conviction occurred, and the sentence. (Attached additional pages, if necessary.)

I attest that I have answered the questions concerning prior convictions truthfully and to the best of my knowledge.

AUTHORIZED SIGNATURE _____
Blue Ink is Required

PRINTED NAME _____

TITLE _____

6.3 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

The undersigned certifies on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred or suspended by any Federal Agency.

The undersigned agrees to notify HFB in the event that the company or any of its key employees are proposed for debarment, debarred or suspended by any Federal Agency or by any State of Texas agency. Notification shall take place within five (5) business days after the company or employee is notified of either debarment or suspension or possible debarment or suspension. Notification shall be sent to Budget & Federal Compliance, Houston Food Bank, 535 Portwall Street, Houston, TX 77029.

I attest that I have answered the questions regarding debarment and suspension truthfully and to the best of my knowledge.

AUTHORIZED SIGNATURE **Blue Ink is Required**

PRINTED NAME

TITLE

STATE OF TEXAS

§
§
§

AFFIDAVIT OF OWNERSHIP, CONTROL AND CORPORATE INFORMATION

COUNTY OF _____

This instrument was acknowledged before me on _____ (date) by _____ (name of officer), _____, (title of officer) of _____ (name of corporation or legal entity acknowledging), formed under the laws of the state of _____, on behalf of said entity.

Notary Public Signature

(seal)

VII. FORM B - ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

(Non-Construction Contracts)

HFB is required to obtain certain certifications from organizations receiving HFB payments paid from federal funds budgets.

Pursuant to Circular A-110, all contracts, including small purchases, awarded by HFB and HFB's subcontractors shall contain the procurement provisions of Appendix A to Circular A-110, as applicable. Accordingly, the parties agree that the following terms and conditions apply to the agreement, dated _____ (the "Agreement"), between HFB and _____ ("Vendor") in all situations where the vendor has been paid from federal funds.

- 1. Equal Employment Opportunity** – In fulfilling its obligations under the Agreement, Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2. Rights to Inventions Made Under a Contract or Agreement** – To the extent that the Agreement requires the performance of experimental, developmental or research work, Vendor agrees that HFB shall have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HFB from which received financial assistance to carry out the work contemplated by the Agreement.
- 3. Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), as amended** – In the event that the fees payable to Vendor under the Agreement exceed \$100,000, Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 *et seq.*). Violations shall be reported to the Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 4. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)** - In the event that the fees payable to Vendor under the Agreement exceed \$100,000, Vendor shall file the certification required under 31 U.S.C. § 1352. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the Vendor.
- 5. Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor certifies that it and its principal employees are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 6. Access to Records** – Vendor agrees that the Inspector General of HFB or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Vendor that are directly pertinent to Vendor's discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.
- 7. Applicability to Subcontractors** – Vendor agrees that all contracts it awards pursuant to the Agreement shall be bound by the foregoing terms and conditions.

Company Name

Authorized Signature **Blue Ink is Required**

Printed Name

Street Address

City, State and Zip Code

VIII. FORM C - PRICING AND SERVICE AFFIRMATION

Proposal of: _____
(Proposer Company Name)

To: Houston Food Bank

RFP Number: FY18-03

RFP Name: Pest Control Services

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the products/services required pursuant to the above-referenced RFP upon the terms quoted below.

1. Price and Products/Services Quotation

The prices quoted shall be HFB's pricing for the product or service. There shall be no separate or additional charges, fees, handling or other incidental costs associated in the acquisition of the product/services not disclosed herein. Proposer understands that HFB makes no guarantee as to the volume, amount or type of product/services that may be purchased under any Agreement.

Proposer certifies and agrees that all prices and any promotion or rebates quoted in the proposal have been reviewed and are the final proposed price and product/service offering for this initial RFP response.

2. Payment Terms

HFB's standard payment terms for services are "net 30 days" from receipt of the invoice. Indicate below the prompt payment discount that Proposer will provide to HFB:

Prompt Payment Discount _____% _____days / net 30 days.

3. General Terms and Conditions

Proposer agrees to the General Terms and Conditions and all other Terms and Conditions of this RFP.

Respectfully submitted:

Company Name: _____

By: _____
Authorized Signature **Blue Ink is Required**

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 1

List of Locations

535 Portwall St., Houston, TX 77029
warehouse, offices, commercial kitchen

8353 East Freeway, Houston, TX 77029
offices and truck bays

8786 Wallisville Rd., Houston, TX 77029
Warehouse

Other warehouses as needed.

EXHIBIT 2

Guidance on Integrated Pest Management

The goal of IPM (per the Environmental Protection Agency) is to manage pest damage by the most economical means, and with the least possible hazard to people, property, and the environment. IPM methods involve restricted access to food/water, sanitation and waste management, mechanical control, natural control agents, physical barriers, structural maintenance, and, where necessary, conservative application of pesticides.

IPM include:

- a. Identifying (1) pests and (2) environmental conditions that limit the spread of pests, including the presence of pests' natural enemies.

- b. Establishing an ongoing monitoring and record keeping system for regular sampling and assessment of pests, surveillance techniques, and remedial actions taken, including establishing the assessment criteria for program effectiveness.

- c. Determining, with involvement of HFB, the pest population levels – by species – that will be tolerated, and setting action thresholds at which pest populations warrant action.

- d. Improving sanitation, waste management, mechanical pest management methods, and/or natural control agents that have been carefully selected as appropriate.

- e. Monitoring and maintaining structures and grounds (e.g., sealing cracks, eliminating moisture intrusion/accumulation) and adding physical barriers to pest entry and movement.

- f. Using pesticides only when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment.

- g. Providing and posting 'Pesticide Use Notification' signs or other warnings.

- h. Even though applying pesticides may be effective in eliminating pest populations, many of these chemicals may be associated with health and/or environmental risks, and their use should be minimized if alternative methods exist. IPM frequently has proven to be more effective in reducing pest populations than depending solely on broadcasting pesticides. Therefore, IPM offers the potential of ensuring efficacy of pest elimination while protecting the health of HFB staff.