

Midwestern State University

Purchasing & Contract Management Department
3410 Taft Blvd., Daniel Bldg., Room 200
Wichita Falls, TX 76308



Request for Proposal

IDIQ Time & Materials for

Integrated Pest Management Services

RFP 735-20-4340

July 2, 2020

Anticipated Schedule of Events

July 2, 2020	Issuance of RFP
July 14, 2020 (12:00 pm CT)	Deadline for Submission of Questions
July 15, 2020 (5:00 pm CT)	Release of Official Responses to Questions (or as soon thereafter as practical)
July 23, 2020 (2:00 pm CT)	Deadline for Submission of Offers

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Section 1
Summary

- 1.1 Type of Solicitation: Request for Proposal
- 1.2 Issuing Office:
 - Midwestern State University
 - Purchasing & Contract Management Department
 - 3410 Taft Blvd., Daniel Bldg., Room 200
 - Wichita Falls, TX 76308
- 1.3 Responses to RFP: Sealed Competitive Proposals
- 1.4 Anticipated Schedule of Events:
 - Issuance of RFP: July 2, 2020
 - Deadline for Submission of Questions: July 14, 2020 (12:00 pm CT)
 - Deadline for Response to Questions: June 15, 2020 (5:00 pm CT)
or soon as possible thereafter as practical
 - Deadline for Offers: In issuing office no later than:
July 23, 2020 (2:00 pm CT)
- 1.5 Initial Contract Term: Upon execution of contract to August 31, 2021
- 1.6 Optional Contract Terms:
 - The anticipated term of any resulting agreement will begin execution of the contract and expire on August 31, 2021. MSU will have the option of four (4) additional one (1) year renewal periods.
 - Optional Renewal Period #1: September 1, 2021 – August 31, 2022
 - Optional Renewal Period #2: September 1, 2022 – August 31, 2023
 - Optional Renewal Period #1: September 1, 2023 – August 31, 2024
 - Optional Renewal Period #2: September 1, 2024 – August 31, 2025
- 1.7 Contact Person for this RFP: Joseph J. Mrugalski Jr.
joe.mrugalski@msutexas.edu
- 1.8 Offers Submitted:
 - By mail or hand delivery: Accepted
 - By email: Accepted (Preferred)
 - By fax: Not Accepted
- 1.9 RFP Addenda:
 - Notice of changes to items directly affecting the original RFP or offer process will be posted on the Electronic State Business Daily (ESBD) located at: <http://esbd.cpa.state.tx.us> and the MSU Purchasing webpages located at: <http://www.msutexas.edu/purchasing>
 - Amendments to the solicitation will be posted as RFP an addendum. It is the responsibility of an interested party to check periodically the ESBD and/or MSU Purchasing webpage for updates to the RFP prior to submitting an offer. Each

respondent is solely responsible for verifying receipt Addendum, if applicable, and offer by the deadlines specified.

1.10 Questions & Responses:

Questions regarding this RFP must be in writing and must be submitted to contact person for this RFP noted in Section 1.7. **Telephone inquiries will not be accepted.** MSU intends to post responses to the questions received in the form of an addendum on the MSU Purchasing web site @ <http://msutexas.edu/purchasing/>. Each bidder is solely responsible for verifying receipt addendum, if applicable, and offer by the deadlines specified.

1.11 Bidder Presentations:

Presentations/interviews are an option of the evaluation team and may **or** may not be conducted; therefore, proposals should be complete when submitted by the deadline indicated in the Part 5. The presentation will be conducted at a location, date and time to be arranged. MSU will determine the number of top-scoring respondents in its sole discretion.

1.12 Contact with MSU Staff:

Upon issuance of this RFP, employees and representatives of MSU, other than the MSU contact person identified in Section 1.7, will not discuss the contents of the RFP with any bidder or its representatives. **Failure of a bidder or any of its representatives may result in disqualification of any related offer.** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

1.13 Additional Requirements/Qualifications: N/A

1.14 Evaluation of Offer under Best Value Standard (Texas Government Code §2157.003):
The proposal analysis will include:

Criteria	Weight
Compliance to bid specifications, past performance, & references	30%
Evidence the firm is currently licensed/registered to provide service in the State of Texas	Mandatory
Overall Costs	70%
Total:	100%

It is understood that factors listed in Texas Government Code §215.074, 2156.007 & 2157 shall also be considered in making an award when specified.

Section 2
General Information

2.1 Introduction

Midwestern State University seeks proposals from qualified vendors to provide **an integrated pest management program** for campus facilities. Services are specifically described in Section 6 (Specifications/Scope of Work).

2.2 General Terms & Conditions

These General Terms and Conditions apply to all offers made to Midwestern State University (herein after referred to as "University") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid and Request for Proposals.

Section 3
Notice to Bidders
PLEASE NOTE CAREFULLY

Review this document in its entirety. Be sure your proposal is complete, and double-check your proposal for accuracy.

THIS IS THE ONLY APPROVED INSTRUCTION FOR THIS PROPOSAL. ITEMS BELOW APPLY TO AND BECOME PART OF TERMS AND CONDITIONS OF PROPOSAL. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

PROPOSALS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

This is a Quotation inquiry only and implies no obligation on the part of the University. All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this PROPOSAL in excess of the amounts quoted.

The contractor agrees to protect the University from claims involving infringement of patents or copyrights.

3.1. Clarification of Instructions or Specifications

Questions requiring only clarification of instructions or specifications will be handled through the email process. **Telephone inquiries will not be accepted.** If any questions results in a change or addition to this Proposal, the change(s) and addition(s) will be addressed to all vendors involved as quickly as possible in the form of an addendum. It is the responsibility of the bidder to view the posting on the MSU purchasing web page located at <http://msutexas.edu/purchasing/>. Written inquires pertaining to proposals must give Proposal Number. Oral or other written interpretations or clarifications shall be without legal effect.

3.2. Group Purchasing Procurement

Texas law authorizes institutions of higher education (defined by Texas Education Code §61.003) to use the group purchasing procurement method (Texas Education Code §51.9335, 73.115, and 74.008). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Bidder under this RFP.

3.3 Availability of Funds

Award of this proposal will be contingent on availability of Midwestern State University funds.

3.4 Non-Bid Solicitations

Phone calls/emails from vendors using this bid in an attempt to make a sales call (which circumvents the bid process) will not receive a response.

Section 4

Proposal Submission Procedures

4.1 Proposal Submission

Each sealed proposal shall be properly identified with the **name and number** of proposal and name of bidder submitting proposal. Proposals must be in the MSU Purchasing Office **BEFORE** the hour and date specified in accordance with Section 1.8. Submitted proposals will be date/time stamped upon receipt.

Electronic submissions are preferred and must be sent to the contact person email address referenced in Section 1.7.

If submissions are mailed or hand delivered, one (1) original individually bound completed proposal and one (1) electronic version (USB Drive) is required. See Section 1.8 for acceptable submission requirements.

Mailed or hand delivered submissions must be received **in** the issuing office noted in Section 1.2 before the scheduled deadline for submissions noted in Section 1.8. Submissions received after the deadline will not be accepted. This includes submissions using overnight or next day mailing services that do not arrive in the issuing office by the scheduled deadline for submission.

BIDDERS SHALL SUBMIT PROPOSAL ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT NOTICE, BIDDER'S CHECKLIST AND RETURN ENTIRE PROPOSAL PACKET. In the event of inclement weather and the University Offices are officially closed on a proposal opening day, proposals will be received until 2:00 p.m. of the next business day. At which time said proposals will be privately opened.

Proposals **MUST** give full firm name and address of the bidder. Failure to manually sign proposal will result in disqualification. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.

References shall be included. Three (3) current customers with a comparable purchase shall be listed with complete name, address, telephone number and contact person.

Any catalog, brand name or manufacturer's reference used in a proposal invitation is descriptive-NOT restrictive-it is to indicate type and quality desired unless otherwise indicated. Proposals on brand of like nature and quality may be considered. If proposal is based on other than referenced specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the proposal. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified.

4.2 Freight Terms

QUOTE F.O.B. DESTINATION. If otherwise, show exact cost to deliver. Proposal unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Proposals subject to unlimited price increase will not be considered.

4.3 Altered/Amended Proposals

Proposals **CANNOT** be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his/her authorized agent. No proposal can be withdrawn after opening without the approval by the Vice-President of Administration & Finance based on a written acceptable reason.

4.4 State Sales Tax

The University is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN PROPOSAL.**

4.5 Samples

Samples, when requested, must be furnished free of expense to the University. If not destroyed in examination, they will be returned to the bidder on request, at his/her expense. Each sample should be marked with bidder's name, address, and University proposal number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO PROPOSAL.**

4.6 Condition of Items

All items proposed shall be new, in first class condition suitable for shipment and storage (the University prefers recycled packaging whenever possible), unless otherwise indicated in proposal. Verbal agreements to the University will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory materials will be returned at Seller's expense.

4.7 Right to Reject

The University reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award to the Bidder that proposals to the Best Value to the University. The University reserves the right to award by item or by total proposal. Prices should be itemized.

All proposals meeting the intent of this request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the bidder has not taken exception and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The University reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the University.

4.8 Delivery

Proposal must show number of days required to make delivery to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m., unless prior approval for late delivery has been obtained from the Director of Purchasing.

If delay is foreseen, contractor shall give written notice to Director of Purchasing. The University has the right to extend delivery date if reasons appear valid. Contractor must keep University advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the University to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

Consistent and continued tie bidding could cause rejection of proposals by the University and/or investigation for Anti-Trust violations.

4.9 Variation in Quantity

The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

4.10 Bid Deposit

~~Bid Deposit—A deposit required with submitted proposals from bidders to protect the State in the event a low bidder attempts to withdraw its bid or otherwise fails to enter into a contract with the State. A Bid Deposit of five percent (5%) will be required if your bid is \$25,000 or above.~~

4.11 Accessibility & Section 508 Compliance

Bidders are required to supply detailed information on how their proposed products, services and solutions address the requirements of Section 508 of the Rehabilitation Act of 1973 (revised)(if applicable).

For each Information Communication Technology recourse (ICT) product or service included in solicitation responses subject to Texas Administrative Code 1 TAC 206 & 1 TAC 213 (which includes the U.S. Section 508 technical specifications), the Vendor shall provide documentation of how each requirements or specification is met.

It is the Bidder's responsibility to maintain the integrity of any accessibility documentation provided to the University. Any documentation shall be considered a self-attestation unless expressly affirmed otherwise.

If the bidder plans to provide commercial off the shelf (COTS) software as part or all of a solicitation response, the bidder shall provide a completed Voluntary Product Accessibility Template (VPAT) for each COTS product offered. For third party COTS products, the bidder must obtain and submit VPATS or links to them from the third party as part of the solicitation response. The VPAT template can be obtained at ITI's website:

<https://www.itic.org/dotAsset/db71ce67-c44a-4925-8d46-f8a76c3a1db2.doc>

The VPAT consists of a long series of tables. The initial one, the Summary Table, is used to provide a sense of your product's overall "level of compliance" with Texas Administrative Codes ITAC 206 & ITAC 213 Accessibility Requirements. Subsequently, the Section 1194.xx Tables contain the detailed subparagraphs the Section 508 requirements are comprised. It is within these tables you shall define in detail how your product did or did not comply with a specific requirement.

Section 5 **Award/Post Award**

5.1 Award

A written purchase order mailed or otherwise furnished to the successful bidder within the time of acceptance specified in this package results in a binding contract without further action by either party.

No substitutions or cancellations permitted without written approval of Director of Purchasing.

SUCCESSFUL VENDOR WILL BE NOTIFIED BY EMAIL OR MAIL. All responding vendors will receive written notification regarding the outcome of the award.

5.2 Public Information

Bidders are hereby notified that the University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

The University may seek to protect from disclosure all information submitted in response to this RFP until such time a final agreement is executed

Upon execution of a final agreement, the University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.). Bidders will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Texas Government Code § 552.101, 552.110, 552.113, and 552.131, Government Code.

5.3 Invoicing

Bidder shall submit two (2) copies of an itemized invoice showing proposal number and purchase order number to:

Midwestern State University
ATTN: Purchasing
3410 Taft Blvd.
Wichita Falls, TX. 76308

5.4 Payments

The University, after receipt of completed order will make payment to the contractor within 30 days from the receipt of goods or invoice whichever is later in accordance with Texas Government Code §2251.021. All partial shipment must be pre-approved by the Director of Purchasing. In the event of partial shipments, the University is not required to make payments until the order is complete. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by the University.

5.5 Discrimination

In order to comply with the provisions of fair employment practices, the contractor agrees as follows:

- 1.) The contractor will not discriminate against any employee or applicant for employment because of race, sex, religion, handicap, or national origin.
- 2.) in all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, age, sex (including pregnancy, gender identity and sexual orientation), religion, disability, genetic information, veteran status, or national origin, or any other legally protected category, class, or characteristic;
- 3.) The contractor will furnish such relevant information and reports as request by the University for the purpose of determining compliance with these regulations; and
- 4.) Failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.

5.6 Assignment

Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party without the written consent of the other party in the contract.

5.7 Other Remedies

In addition to the remedies stated herein, the University has the right to pursue other remedies permitted by law or in equity.

5.8 E-Verify

Bidders certifies that for contract for services, bidders shall utilize the U.S. Department of Homeland Security E-Verify system during the term of the contract to determine the eligibility of:

- All persons employed by bidders to perform duties within Texas; and
- All persons, including subcontractors, assigned by bidders to perform work pursuant the contract within the United States.

5.9 Bonds

~~Payment Bond—A deposit, pledge, or contract of guaranty supplied by a contractor to protect the State against loss due to the contractor's failure to pay subcontractors and material suppliers. If awarded the project a Payment Bond will be required if your bid is \$25,000 or above.~~

~~Performance Bond - A deposit, pledge, or contract of guaranty supplied by a contractor to protect the State against loss due to the contractor's inability to complete the contract as agreed. If awarded the project a Performance Bond is required for bids of \$100,000 or above.~~

5.10 HUB Subcontracting Plan

A HUB Subcontracting Plan ("HSP") is required as part of bidder's proposal if your proposal is \$100,000 or above. Each bidder must complete and return the HSP in accordance with the terms and conditions of this RFP. HSP can be found at the below listed link:

<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Bidders that fail to do so will be considered non-responsive to this RFP in accordance with Texas Government Code §2161.252. The University has reviewed this RFP in accordance with Title 34, Texas Administrative Code, §20.13 (a), and has determined that subcontracting opportunities are probable under this RFP.

5.11 Ethics Commission Reporting

The University is required under Texas Legislature House Bill 1295 (Texas Government Code §2252.908) to request Ethics Commission Reporting from contractors with agreements that has a value of at least \$1 million (value of an agreement is based on the amount of consideration received or to be received by the contractor from the University).

The Business Entity must file Form 1295 electronically with the Texas Ethics Commission using the online filing application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.12 Best and Final Offer

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, the University may permit a bidder to revise its proposal in order for the University to obtain a best and final offer (BAFO). The University will provide each bidder within the competitive range with an equal opportunity for discussion and revision of their proposal, and a bidder may elect not to amend their original proposal. The University is not bound to accept the best-priced proposal if that proposal is not the most advantageous to the University as determined by the evaluation team.

This contract shall remain in effect until completion and acceptance by the University. Midwestern State University reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the University in the event of breach or default if this contract. The University reserves the right to terminate the contract immediately in the event the successful bidder fails to make delivery in accordance with the specifications.

5.13 Contract Management

Contract management is the process of directing contract planning, formation, execution, and assessment through closeout to maximize financial and operational performance and minimize risk. The University shall comply with Texas Government Code § 2261.256 & Midwestern State University Policy 2.24 the University regarding contract management

Section 6 Specifications/Scope of Work

It is the intent of these specifications to describe the minimum requirements for the above titled project at Midwestern State University in sufficient detail to secure comparable proposals.

Each bidder must confirm he/she fully understands these specifications and the University's needs and satisfies himself/herself that he/she is cognizant of all factors relating to requirements contained in these specifications.

The proposal analysis will include compliance to proposal specifications, past performance with vendor, references, delivery time and overall cost. Weighted averages are calculated as noted in Section 1.14. The University reserves the right to consider deviations from these specifications.

Please note the following:

- Specifications and drawings at the below Link under current proposal opportunities listed under the RFP number: <http://msutexas.edu/purchasing/>
- Supply schedule and lead time for project with proposal.
- Supply an insurance certificate with your Proposal.
- Supply a W-9 with your Proposal if new to Midwestern State University.
- 2010 Uniform General Conditions apply to this Proposal and can be found at the below listed link:
- <http://msutexas.edu/purchasing/contract-management>

6.1 Specifications & Scope of Work

IDIQ Time & Materials Integrated Pest Management Program

This will be a multi-year contract. The initial contract will start upon award and continue through August 31, 2021 with the option for (4) additional one year renewals. Renewals will be subject to written approval by Midwestern State University and the contract vendor.

1. SCOPE

A. Description of Program. This specification is part of a comprehensive Integrated Pest Management (IPM) Program for the premises listed herein. IPM is a process for achieving long term, environmentally sound pest suppression through the use of a wide variety of technological and management practices. Control strategies in an IPM Program extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage, and access used by pests. The contractor's work plan shall emphasize a preventive program rather reactive (spray based spot treatment). Regular inspections and meetings with the CR to plan structural and procedural modifications are important components of the proposal.

B. Contractor Service Requirements. The Contractor shall furnish all supervision, labor materials, and equipment necessary to accomplish the surveillance, trapping, pesticide application, and pest removal components of the IPM Program. The Contractor shall provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

C. Contract Service Area. All buildings on the MSU campus proper, South Campus, university owned houses on Hampstead (6), the Regional Simulation Center, and the Fantasy of Lights building. See attached Building List.

2. PESTS INCLUDED AND EXCLUDED

A. The contractor shall meet the performance expectations of the client in suppressing the following pests (Included in base contract):

- (1) Indoor populations of rats, mice, cockroaches, ants, flies, spiders, and any other arthropod pests not specifically excluded from the contract.
- (2) Populations of the above pests that are located outside of the specified buildings, but within the property boundaries of the buildings (perimeter infestation that effect interior building areas).
- (3) Annual Termite Inspection (See Initial Building Inspection)

B. Pest control to be priced as a separate service and not included in the base contract

- (1) Fire ant control
- (2) Pest control on trees and shrubs.

C. Populations of the following pests are excluded from this contract:

- (1) Birds, bats, snakes, and all other vertebrates other than commensal rodents.
- (2) Mosquitoes.
- (3) Pests that primarily damage outdoor vegetation.
- (4) Termites and other wood-destroying organisms.
- (5) Winged termite swarmers emerging indoors.

3. INITIAL BUILDING INSPECTIONS

The Contractor shall complete a thorough, initial inspection of each building or site at least 5 working days prior to the starting date of the contract. The purpose of the initial inspection(s) is for the contractor to evaluate the pest control needs of all premises and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. Access to building space shall be coordinated with the Contract Representative (CR).

The Contractor will be required to conduct an inspection of all buildings under this contract for termites and other wood destroying organisms. Upon completion of said survey, the contractor will submit a report that contains a treatment plan for each building where termites and other wood destroying organisms were found and actual cost for the treatment plan for to the CR for review. Treatment will be at the Owner's discretion.

4. PEST CONTROL PLAN

A. The Contractor shall submit to the CR a Pest Control Plan at least 5 working days prior to the starting date of the contract. Upon receipt of the Pest Control Plan, the CR will render a recommendation within 2 working days concerning the acceptability of the Plan. If aspects of the Pest Control Plan are incomplete or disapproved, the contractor shall have 2 working days to submit revisions. The contractor shall be on-site to perform the initial service visit for each building within the first 5 days of the contract.

B. The Pest Control Plan shall consist of five parts as follows:

- (1) Proposed Materials and Equipment for Service. The Contractor shall provide current labels and Material Safety Data Sheets (MSDS) of all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest

monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service.

(2) Proposed Methods for Monitoring and Surveillance. The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.

(3) Service Schedule for each Building or Site. The Contractor shall provide complete service schedules that include weekly or monthly frequency of Contractor visits, specific day(s) of the week of Contractor visits, and approximate duration of each visit.

(4) Structural or Operational Change. Description of any structural or operational change that would facilitate the pest control effort. The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

(5) Commercial Pesticide Applicator Certificates or Licenses

(a) The Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be applying on-site pesticides under this contract.

(b) The Contractor shall be responsible for carrying out work according to the approved Pest Control Plan. The Contractor shall receive the concurrence of the CR prior to implementing any subsequent changes to the approved Pest Control Plan, including additional or replacement pesticides and on-site service personnel.

5. RECORD KEEPING

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on-site and maintained on each visit by the Contractor. The logbook will be maintained at the Midwestern State University Facilities Services Main Office, Daniel Building, MSU Main Campus. Each logbook or file shall contain at least the following items:

A. Pest Control Plan. A copy of the Contractor's approved Pest Control Plan, including labels and MSDS for all pesticides used in the building, brand names of all pest control devices and equipment used in the building, and the Contractor's service schedule for the building.

B. Records. Pest Control Work and Inspection Report, or an equivalent. These forms will be used to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. Upon completion of a service visit to the building or site, the contractor's employee performing the service shall sign and date the record, and return it to the logbook or file on the same or succeeding day of the services rendered.

C. Contractor's Service Report Forms. Customer copies of the Contractor's Service Report Form, documenting all information on pesticide application required by statute in the jurisdiction where service is actually performed. These forms shall not be mandatory if all required information on pesticide application is included on the Pest Control Work and Inspection Report.

6. MANNER AND TIME TO CONDUCT SERVICE

A. Time Frame of Service Visits. The Contractor shall perform routine pest control services that do not adversely affect students, faculty, staff and employee or public health or productivity during the regular hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled hours set forth in the Pest Control Plan, the Contractor shall notify the CR at least 1 day in advance.

B. Safety and Health

(1) The Contractor shall observe all safety precautions throughout the performance of this contract. All work shall comply with the applicable requirements of Title 29 Code of Federal Regulations (CFR) 1910, 29 CFR 1926, and 40 CFR 751. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

(2) The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

C. Special Entrance. Certain areas within some buildings may require special instructions for persons entering them. Any restrictions associated with these special areas will be explained by the CR. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan.

D. Uniforms and Protective Clothing. All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to United States (U.S.) Occupational Safety and Health Administration (OSHA) standards for the products being used.

E. Vehicles. Vehicles used by the contractor shall be identified in accordance with state and local regulations.

7. REQUESTS FOR EMERGENCY SERVICE

On occasion, the CR may request that the Contractor perform corrective, special, or emergency service(s) that are beyond routine service requests. The Contractor shall respond to these exceptional circumstances and complete the necessary work within **1 working day** after receipt of the request. In the event that such services cannot be completed within one working day, the Contractor shall immediately notify the CR and indicate an anticipated completion date.

8. CONTRACTOR PERSONNEL

Throughout the term of this contract, all Contractor personnel providing on-site pesticide application must maintain certification as Commercial Pesticide Applicators in the category of Industrial, Institutional, Structural, and Health Related Pest Control. Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to apply pesticides under this contract.

9. USE OF PESTICIDES

The Contractor shall be responsible for application of pesticides according to the 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 manufacturer's label instructions and all applicable Federal, state, and local laws and regulations. The Contractor shall adhere to the following rules for pesticide use:

A. Approved Products. The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the CR.

B. Pesticide Storage. The Contractor shall not store any pesticide product on the premises of Midwestern State University.

C. Pesticide Formulation. Contractors shall not formulate pesticides from concentrates on Midwestern State University (MSU) property without written approval by the CR.

D. Application by Need. Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspections or

monitoring devices indicate the presence of pests in that specific area. Preventive pesticide treatments of areas where surveillance indicates a potential insect or rodent infestation are acceptable on a case-by-case basis. Written approval must be granted by the CR prior to any preventive pesticide application.

E. Minimization of Risk. When pesticide use is necessary the Contractor shall employ the least hazardous material, most precise application technique and minimum quantity of pesticide necessary to achieve.

F. **Only** Essentria G Granule Insecticides are to be used at the Sikes House location.

10. INSECT CONTROL

A. Non-pesticide Methods of Control. The Contractor shall use non-pesticide methods of control wherever possible. For example:

(1) Portable vacuums rather than pesticide sprays shall be used for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs wherever appropriate.

(2) Trapping devices rather than pesticide sprays shall be used for indoor fly control wherever appropriate.

B. Application of Insecticides to Cracks and Crevices. As a general rule, the contractor shall apply all insecticides as "crack and crevice" treatments only, defined in the contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process.

C. Application of Insecticides for Exposed Surfaces or as Space Sprays. Application of insecticides to exposed surfaces or as space sprays (including fogs, mists, and ultra-low volume applications) shall be restricted to unique situations where no alternative measures are practical. The Contractor shall obtain the approval of the CR prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while tenant personnel are present. The Contractor shall take all necessary precautions to ensure patient and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

D. Insecticide Bait Formulations. Bait formulations shall be used for cockroach and ant control wherever appropriate.

E. Monitoring. Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

11. RODENT CONTROL

A. Indoor Trapping. As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be affected by routine cleaning and maintenance. Trapping devices shall be checked on a schedule approved by the CR. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses offsite, in an appropriate manner.

B. Use of Rodenticides. In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the contractor shall obtain the approval of the CR prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

C. Use of Bait Boxes. Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:

- (1) All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
- (2) The lids of all bait boxes shall be securely locked or fastened shut.
- (3) All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
- (4) Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
- (5) All bait boxes shall be labeled on the inside with the Contractor's business name and address, and dated by the contractor's technician at the time of installation and each servicing.

12. STRUCTURAL MODIFICATIONS AND RECOMMENDATIONS

Throughout the term of this contract, the Contractor shall be responsible for advising the CR about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage or access. The Contractor shall be responsible for adequately suppressing all pests included in this contract regardless of whether or not the suggested modifications are implemented. The Contractor will not be held responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Contractor to eliminate pest harborage or access may be approved by the CR on a case-by-case basis. The Contractor shall obtain the approval of the CR prior to any application of sealing material or other structural modification.

13. PROGRAM EVALUATION

The CR will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

14. QUALITY CONTROL PROGRAM


The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within 5-working days prior to the starting date of the contract, the Contractor shall submit a copy of his program to the Director of Purchasing. The program shall include at least the following items:

- A. Inspection System. The Contractor's quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or the CR identifies the deficiencies.
- B. Checklist. A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include every building or site serviced by the Contractor, as well as every task required to be performed.
- C. File. A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the CR upon request.
- D. Inspector(s). The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

6.2 Proposal Sheet/Pricing Schedule

Provide pricing based on the information in Section 6.1 preferably in the following format:

ITEM DESCRIPTION	COST
Base Bid: The bidder proposes to perform all work required by the contract documents for the amount of: (Includes all building and grounds within 20 feet of the building)	\$
Total Monthly Cost based on Attachment 1 shall be:	\$ /month
Maximum percentage escalation for years two (2) through five (5) subject to negotiation prior to contract renewal:	
Year 2	%
Year 3	%
Year 4	%
Year 5	%
Alternate Pricing:	
1. Annual Termite Inspection:	\$
2. Fire Ant Control per 1000 square feet:	\$
3. Tree & Shrub Spraying (Size of Tree/Shrub per plant):	
Small	\$ /plant
Medium	\$ /plant
Large	\$ /plant
Shrubs	\$ /plant

Vendor Name:	
Contact Name:	
Title:	
Street Address:	
City, State, Zip Code	
Phone Number:	
Contact E-Mail:	
*Signature of Authorized Representative:	

*Proposals must be signed by the responding company's official authorized to commit such proposals. Failure to sign the Proposal Sheet/Pricing Schedule will be basis for proposal disqualification.

Appendix A
**BIDDER’S CHECKLIST
 SUBMITTAL**

Vendor Name:	
Contact Name:	
Title:	
Street Address:	
City, State, Zip Code	
Phone Number:	
Contact E-Mail:	
*Initials of Authorized Representative:	

Due Date:

Request Number: RFP 735-20-4340

Check-off

1. ___ Response to Solicitation
2. ___ *Completed Proposal Sheet/Pricing Schedule (ref Section 6.2)
3. ___ ~~Signed and Completed HUB Subcontracting Plan (if necessary)~~
4. ___ Voluntary Product Accessibility Template (VPAT) (if necessary)
6. ___ Signed and Completed Bidder’s Checklist (ref Appendix A)
7. ___ Completed References (ref Appendix B)
8. ___ Signed and Completed Affidavit (ref Appendix C)
9. ___ Completed and initialed Addenda Checklist (ref Appendix D)
10. ___ ~~Bid Deposit (if necessary)~~
11. ___ Certificate of Liability Insurance
12. ___ Completed & Signed W9

*Proposals must be signed by the responding company’s official authorized to commit such proposals. Failure to sign the Execution of Offer will be basis for proposal disqualification.

Deliver Proposal to:

Midwestern State University
 Purchasing & Contract Management Department
 3410 Taft Blvd., Daniel Bldg., Room 200
 Wichita Falls, TX 76308

Appendix B
VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The University prefers customers of similar size and scope of work to this proposal. **THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.**

REFERENCE ONE

Government/Company Name _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Appendix C
AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____

who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone: _____

Email: _____

Signature: _____

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____,

20 _____.

Notary Public in and for the State of _____.

Appendix D
ADDENDA CHECKLIST

Proposal of: _____
(Bidder's Company Name)

To: Midwestern State University

The undersigned bidder hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Contact Name:	
Title:	
*Initials of Authorized Representative:	