



TOHONO O'ODHAM KI:KI ASSOCIATION

P O Box 790
Sells, AZ 85634

REQUEST FOR PROPOSAL (RFP)

PEST CONTROL SERVICES

Date open: November 16, 2012

Date closed: December 4, 2012

I. SCOPE OF WORK

The Tohono O'odham Ki:Ki Association ("**TOKA**"), located in Sells, Arizona, is the tribally designated housing entity for the Tohono O'odham Nation (the "**Nation**"). The Nation is a Federally Recognized Native American Tribe located within three (3) counties of Central and Southern Arizona, with an approximate landmass of 2.8 million acres, and a membership of approximately 30,000, with 15,000 residing within the reservation.

TOKA was first established in 1996 and is responsible for the development of affordable housing in accordance with the Native American Housing and Self-Determination Act of 1996. TOKA manages and maintains tribal housing units located at various locations within the Nation.

TOKA is seeking proposals from qualified pest control companies (the "**Contractor**") approved by the Tohono O'odham Nation Environmental Protection Office to provide pest control services to TOKA's Maintenance Department servicing the program's Rental Home Project and TOKA owned office & service buildings, and TOKA's Construction Department providing various services, specifically including Termite Treatment services. Specific requirements are set forth below in the scope of work.

TOKA intends to award one contract (the "**Contract**") to a Contractor pursuant to this RFP. Contract period will be for one (1) year, with renewal for one (1) additional year at the option of TOKA.

Proposals must be received by 3:00 P.M., 12/04/12, in the TOKA Office located at 51 Baboquivari Circle, Sells, Arizona 85634; mailing address: P.O. Box 790, Sells, Arizona 85634. No proposals in response to this RFP will be accepted after this time.

Proposal selection will be based upon weighted criteria as described in Section III(C) below. In addition, preference will be given to proposals submitted by entities that are certified to be at least 51% Indian-owned and controlled.

A. DUTIES (SCOPE OF WORK)

The Contractor shall have the capacity to perform the services (collectively, hereinafter referred to as the "**Services**") described in this Section. Not all Services may be required for the Project. TOKA reserves the right to engage Contractor to perform only those services that are specifically identified by TOKA in a written notice to proceed (a "**Notice to Proceed**") that may be issued by Owner to Contractor from time-to-time during the term of the Contract.

1. Services provided to TOKA's Maintenance Department:

a. Rental Program Homes:

- i. Under the supervision of the Director of Maintenance (or designee), the Contractor shall be responsible for providing scheduled full maintenance pest control services to the following housing units:
 1. One Hundred (100) units located in Sells, Arizona;
 2. Ten (10) units located in Pisinemo Village;
 3. Twelve (12) units located at the Elderly Rentals in Sells, Arizona;
 4. Or other units as assigned by the Maintenance Department.
(To be determined as to price by square foot, as approved by TOKA)
- ii. Under the supervision of the Director of Maintenance (or designee), the Contractor shall be responsible for providing scheduled full maintenance pest control services to the following TOKA facilities:
 1. One (1) Administration Building
 2. One (1) Development Building
 3. One (1) Maintenance Building
 4. One (1) Warehouse Building
 5. One (1) Compliance Modular Building
- iii. Average square foot measurements for each type of unit/building are listed on the Pest Control Services list ("Attachment A")
- iv. Scheduled routine full maintenance pest control service shall be scheduled on Monday of each week, with exception to holidays. Contractor shall submit a schedule demonstrating the ability to

provide services to the unit/buildings provided in sections (i) & (ii) listed above.

1. In addition to scheduled routine full maintenance pest control service, emergency call outs may be requested from time to time. Contractor must provide a flat rate quote and provide services within 24-hours notification to contractor. Emergency call outs may include infestations of pests as listed in subsection (v.), or may include bedbugs, bats, bees, wasps, snakes, or other known infestations which require emergency service.
- v. The following pests shall be included in the full maintenance pest control program, but not limited to:
1. Ants
 2. Cockroaches
 3. Spiders
 4. Silverfish
 5. Crickets
 6. Earwigs
 7. Beetles
 8. Fleas
 9. Scorpions
 10. Ticks
 11. Midges
 12. Mice
 13. Rats
 14. Centipedes
- vi. Full Maintenance Pest Control comprises of interior treatment and exterior treatment of housing units, and buildings, including all trash dumpster areas located in TOKA housing and office building sites. Contractor may not be permitted to provide service in instances where adverse weather conditions exist or as instructed by a TOKA designee assigned to project.
- vii. Contractor must submit a TOKA approved Field Application Report (*form approved by TOKA*) written in a legible manner to certify work performed as per Treatment Plan and weekly service schedule.
- viii. Additional specialized services may include:
1. Exterior Tick Treatment:

- a. As approved by TOKA.
 - 2. Bedbug Treatment:
 - a. As approved by TOKA.
 - 3. Termite Treatment:
 - a. As indicated in services provided to Construction Department.
 - ix. TOKA authorizes the Contractor to utilize the following liquid chemical, dry chemical, bating, glue boards:
 - 1. MaxForce FC Bait Stations
 - 2. Cykick
 - 3. Suspend
 - 4. Delta Dust Insecticide
 - x. TOKA maintains an internal Compliance Department who may from time to time assign an Environmental Compliance Specialist to accompany the Contractor to ensure workmanship in accordance with applicable Tribal, State, or Federal Environmental Protection Codes, Laws, or Ordinances. The Tohono O’odham Nation Environmental Protection Office may assign a staff member to accompany the Contractor for the above-mentioned reasons.
 - xi. *Treatment Plan.* TOKA requests that Contractor submit a Treatment plan that provides a current comprehensive housing and office pest assessment, then outlines their intent and plan to treat and prevent pests or pest infestations with respect to the areas specified above. It is recommended that if the Contractor is unfamiliar with the sites indicated section (ii), to schedule a site visit to these locations to prepare a plan for submission.
2. Services provided to TOKA’s Construction Department:
- a. Under the supervision of the Director of Construction (or designee), the Contractor shall be responsible for providing services to the Construction Department as indicated below, or otherwise requested:
 - i. Termite Treatment:
 - 1. *Service to Vacant & Abandoned, and Health & Safety Renovation Projects:*
 - a. All pesticide applicators operating on the land of the Tohono O’odham Nation must report all applications to the Tohono O’odham Environmental Office (520) 383-8113 to ensure that all pesticide-related activities occur in a responsible manner. The contractor is responsible to read and become familiar with the “pesticide program interim

pesticide control protocol”. The contractor is to provide completed “notification form” prior to commencement of work.

- b. Each house to be sprayed and foundations (and drilling of foundation as directed by TOKA) to treat for termites. Method of application to be directed and/or approved by TOKA. Field verify condition of interior wood framing and treat per established industry standards procedures.
- c. At locations where concrete is removed, treat soil prior to pour back of concrete.
- d. Contractor to use “Termidor SC”, per manufacturer’s instructions.
- e. Applicator to have minimum of 2 years experience, and provide evidence of license prior to commencement of work.
- f. Provide one-year installer’s warranty against damage to building caused by termites. Include coverage for repairs to building and to contents damaged due to building damage. Repair damage if required, re-treat.
- g. Post-construction, soil treatment at exterior of perimeter walls, for subterranean termites, based on a cost per linear foot.

2. *Warranty of Termite Service.* Provide one-year installers warranty against damage to building caused by termites. Include coverage for repairs to building *and* to contents damaged due to building damage. Repair damage and if required, re-treat. Warranty subject to annual renewal option by homeowner for a period of ten (10) years. Provide renewal information to homeowner.

ii. *Emergency Services.* Emergency services may be required from time to time and service may comprise of infestations outlined in Section 1(a)(iv)(1) as listed above.

B. RESPONSIBILITIES

Consultant shall be responsible for complying with all of the following requirements:

1. Tohono O’odham Nation Transaction Privilege Tax License

Contractor is responsible for obtaining a Transaction Privilege Tax License (“TPT License”) from the Tohono O’odham Nation Treasurer’s Office. Their contact information is: P

O Box 837, Sells, AZ 85634; Phone: (520) 383-1800; Fax: (520) 383-3263. Contractor must submit a copy of their license to TOKA upon completion.

2. Licenses and Registration

Contractor shall be responsible to procure all required licenses and permits when and where applicable. Contractor must comply with all Tohono O’odham Nation Environmental Protection regulations, and must hold a current State of Arizona Office of Pest Management License, Category Class B-1 – General Pest Control. The Structural Pest Control Commission must certify contractor’s technical applicators. Copies of the State License and Certification of staff applicators must accompany the bid package and be updated annually (*while under contract with TOKA*). Contractor’s license **MUST** be registered to the Contractor, and not subcontracted to another contractor. Proof of such must accompany the bid package. **IMPORTANT: Contractor must be an approved service provider, registered with the Tohono O’odham Nation Environmental Protection Office before commencement of service. TON-EPO telephone number is: (520) 383-8113.**

3. Tohono O'odham Nation Tribal Employment Rights

Contractor shall comply with the TON Tribal Employment Rights Office ("TERO"). Contact the TON-TERO Office at (520) 383-3304 for more information on TERO compliance. Contractor is responsible for submitting a TERO Compliance Agreement Plan to TERO. Contractor may not be permitted to provide services for a period of twenty (20) days until TERO approves the Contractor’s Compliance Plan and authorizes Contractor Staff by issuance of Hiring Hall Passes to such employees. Contractor employees without an authorization by TERO in the form of a Hiring Hall Pass will NOT be allowed on the worksite.

4. Insurance

Contractor shall maintain the following insurance coverage in at least the stated amounts: Commercial General Liability (\$1,000,000.00); Worker's Compensation (Statutory); and automobile (\$1,000,000.00).

II. PROPOSAL CONTENTS

Each proposer shall submit one (1) original and three (3) copies of its proposal for consideration by TOKA. Each proposal shall be bound. All 8 ½" x 11" pages shall be numbered. A proposal should be as clear and concise as possible while still being fully responsive.

Each Contractor's proposal shall address all of the following listed items and shall be organized in accordance with this section of the RFP. Failure to address any item listed below may result in the proposal being deemed non-responsive:

1. Contractor’s Name. Contractor's name and the name, title, address, phone number, fax number and e-mail address of the Contractor’s primary contact person.

2. General Background Information on Contractor. Any general background information not requested elsewhere in the proposal that may be helpful or relevant to TOKA during the selection process. The Contractor must have been in Pest Control and/or Termite Control business a minimum of five (5) years, and completely familiar with specified requirements and methods needed for proper performance of this contract. Pest Control and

Termite Control technicians must have a minimum of two (2) years experience, with certification. Proof must accompany bid package, in the form of a documented resume.

3. Services. Please refer to Scope of Work listed above.
4. Budget. An overall budget as well as specific costs for the Services described in (“Attachment A”) of this RFP.
5. Total Price. An aggregate price for all Services described in: (“Attachment A”). No Overtime Allowed, only pricing as bid. Payment schedule to be approved by TOKA.
6. Qualifications and Capabilities. Describe the experience and qualifications of Contractor, including capability for managing and providing quality services on projects of a like kind.
7. References. Provide the names of at least three (3) previous clients for whom Contractor has performed pest control services similar to the Services described in this RFP within the last five (5) years, including, for each client, the client's address, phone number and/or e-mail address, a description of the work performed, and Contractor’s contractual amounts for the work performed.
8. Compliance with TERO. Contractor shall provide written acknowledgement proving that they have contacted the TON TERO Office to obtain information on complying with the TON TERO requirements.
9. Indian Preference. This RFP is subject to Section 3 of the Indian Financing Act of 1974 (25 USC 1452) which permits preference in award of contracts and subcontracts shall be given to Indian Organizations and Indian-owned economic enterprises as defined. This RFP is subject to the Indian Self-Determination and Education Assistance Act (25 USC 450b) that provides that any contract, subcontract, grant or subgrant pursuant to an act authorizing grants to Indian organizations or for the benefit of Indians shall require that, to the greatest extent feasible, preference and opportunities for training and employment shall be given to Indians.

III. PROPOSAL SELECTION

A. SCHEDULE OF EVENTS

1. **Proposals must be received by December 4, 2012 at 3:00 P.M.** and will be opened immediately thereafter.
2. Proposals will be reviewed and evaluated by a panel of TOKA personnel. Each proposal will be evaluated on (i) the completeness of the content as described in the preceding section, and (ii) the quality of the content based on the criteria described in Section III (B) of this RFP. Interviews may be conducted with top ranking proposers if TOKA deems it necessary. TOKA will provide proposers with notice of any such interviews at least 5 days in advance of the time scheduled for the interview. Such notice will describe the information that proposer will be expected to have prepared for the interview.
3. A written award or acceptance of proposal mailed or otherwise furnished to the successful proposer within twenty (20) calendar days after the opening of the proposals

shall result in a binding contract without further action by either party. Negotiations conducted after receipt of a proposal do not constitute a rejection or counterproposal by TOKA.

B. CRITERIA FOR SELECTION

Each proposal shall be evaluated based on the following criteria.

1. Understanding of Requested Services

Does Contractor demonstrate a basic understanding of the Services? Is there a clear and concise statement of the Services based on existing information? Is there a general description of the role of the Services and the services to be performed?

2. Proposer's Capabilities

Does Contractor demonstrate adequate capability to perform the requested services? Has Contractor performed similar services within the last three years that characterize quality work and cost control? Did Contractor provide at least three references that demonstrate this work? Does Contractor have internal procedures and/or policies in place related to work quality and cost control? Does Contractor have an adequate management and organizational structure to ensure work quality and cost control? Is Contractor available to perform the Services for the duration of the Contract? Has Contractor submitted an current comprehensive pest assessment and Treatment Plan?

3. Staffing

How well qualified is Contractor's staff to perform the Services? How closely do their experiences relate to the Services? How much experience do the members of the staff have on similar or related projects?

4. Resources

Does proposer have sufficient resources available to provide the Services (e.g. staff and equipment)?

5. Response Time and Implementation of Treatment Plan

How quickly will Contractor be able to respond to any given assignment and what priority will be assigned to the Services in relation to proposer's other client work. What is the Contractor's proposed Treatment Plan and their company's ability to perform the scope of work to fulfill the expectations as outlined in their proposed Treatment Plan.

6. Cost of Services

How does Contractor's rates compare to other proposals received?

7. Indian Preference

Is Contractor certified by the TON TERO Office as being at least 51% Indian-owned and controlled? Is Contractor certified as being at least 51% owned and controlled by local Indians? Does Contractor provide for training and employment opportunity to Indians?

C. SCORING

The following maximum point values shall be assigned to the evaluation criteria:

CRITERIA		MAXIMUM SCORE
1.	Understanding of Requested Services	10
2.	Proposer's Capabilities	20
3.	Staffing	20
4.	Resources	10
5.	Response Time	10
6.	Cost of Services	15
7.	Indian Preference	15
TOTAL		100 POINTS

IV. OTHER INSTRUCTIONS

A. Preparation of Proposals

Contractors are expected to examine this RFP and the terms of the Agreement. Failure to do so will be at Proposer's risk.

B. Submission of Proposals

Proposals and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in this RFP and (2) showing the time specified for receipt, and the name and address of the Contractor. Failure to properly mark the face of the package may result in TOKA staff's failure to time/date stamp the proposal immediately upon receipt such that the proposal may be deemed untimely. Proposals, modifications and withdrawals submitted by facsimile or electronic mail will not be considered. The only acceptable evidence to establish the time of receipt of the proposal at TOKA's office is TOKA's time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by TOKA.

Written proposals will be accepted up to but no later than, 3:00 P.M., Local Time, December 12, 2012 by transmitting an original response packet, and one (1) additional copy to the following address, via US Mail, FEDEX, UPS, or by hand-delivery to TOKA at the following information: *(Electronic submissions will be accepted for informational purposes only and do not constitute an actual submission. It is the responsibility of the consultant candidate to ensure receipt of delivery of their proposal.)*

Mailing Address:

**TOHONO O'ODHAM KI:KI
ASSOCIATION**
P.O. Box 790
Sells, Arizona 85634-0790
ATTN: CONTRACTS DEPT.

Physical Address:

**TOHONO O'ODHAM KI:KI
ASSOCIATION**
51 Baboquivari Circle
Sells, Arizona 85634-0790
ATTN: CONTRACTS DEPT.

IMPORTANT: Note on your properly sealed package the "Name of the RFP" and "DO NOT OPEN" on the front.

In accordance with the provisions contained herein, any RFP submitted after the time and date specified herein will not be accepted. A RFP received by TOKA in accordance with the requirements herein will be processed to identify eligible consultant firms for the selection process. Submission of an RFP does not constitute a binding agreement or contract with the TOKA, and TOKA reserves the right to terminate an RFP with or without notice or award of contract.

C. Reservation of Rights

TOKA reserves the right to waive irregularities or discrepancies in a proposal if TOKA determines that the waiver is in its best interest.

D. Explanation to Prospective Contractors

Any prospective Contractor desiring an explanation or interpretation of this RFP must request it in writing soon enough to allow a reply to reach all prospective Contractors before the submission of their proposals. Oral explanations or instructions given before the award of the Contract shall not be binding. Any information given to a prospective Contractor concerning the RFP shall be furnished promptly to all other prospective Contractor as an addendum to the RFP if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective Proposer.

E. Addenda to the RFP

Oral representations or statements cannot modify the provisions of this RFP. If inquiries or comments by Contractors raise issues that require clarification by TOKA, or TOKA decides to revise any part of this RFP, one or more addenda will be provided to all persons known to the contact person for this RFP to have received, or who will subsequently receive, the RFP. All terms and conditions that are not modified by the addenda remain unchanged. Receipt of all addenda must be acknowledged by signing and returning the addenda with the proposal.

F. Protest

Any prospective Contractor who contends that the provisions of this RFP or any aspect of the procurement process will encourage favoritism in the award of the contract, or substantially diminish competition, must file with TOKA a written protest to this RFP within no more than ten (10) days prior to the date set for the opening of the proposals. Failure to file a protest will be deemed a waiver of any claim by any prospective Contractor that the procurement process violates any provision of the TOKA Procurement Policy or United States laws or regulations to which this RFP is subject. TOKA's determination with regard to any filed protest or to proceed to award a contract notwithstanding such protest shall be final unless appealed by the protestor.

ATTACHMENT "A"