

**CITY OF LATHROP
REQUEST FOR PROPOSALS
FOR**

Pest Control Services

2021



Date Issued: December 21, 2020

Proposal Due Date: January 12, 2021 (by 4 PM)

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CITY OF LATHROP – PARKS & RECREATION DEPARTMENT
REQUEST FOR PROPOSALS
FOR
PEST CONTROL SERVICES

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I. BACKGROUND INFORMATION

The City of Lathrop (“City”) Parks & Recreation Department is requesting the services of a professional pest control company to provide control of burrowing animals in parks and other City properties. The maintenance services will consist primarily of scheduled work to be paid using a flat rate schedule, and may involve on-call work to be paid using an hourly rate schedule.

The Contractor will be required to have qualified pest control technicians who have demonstrated experience with control of burrowing pests in large public areas. The total amount of work contemplated by this solicitation will be the sum of routine maintenance work and as-needed extra work.

The Proposer’s estimated costs and rates for the provision of Scheduled and Unscheduled / On-Call Pest Control (Cost Proposal Schedules A and B) will comprise 75% of the scoring weight for purposes of proposal evaluation.

The Proposer’s responses to the Contractor’s Qualifications and Experience Statements (Attachment A) will comprise 15% of the scoring weight for purposes of proposal evaluation.

The Proposer’s Proposal Narrative will comprise 10% of the scoring weight for purposes of proposal evaluation.

The Services Agreement for Pest Control Services will be for an initial contract term from approximately January 25, 2021 – June 30, 2021.

This contract may be extended by the City for up to two (2) additional one-year terms after the initial contract term at the discretion and approval of the City.

Firms who would like to submit a proposal for such services shall submit a proposal following the instructions and format outlined with this Request for Proposals (RFP). The City shall solicit RFPs and award a contract to the most qualified and responsible Respondent with the most responsive proposal.

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears, or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or has failed to faithfully perform any previous contract with the City.

If you are interested in submitting a proposal to this RFP, please carefully review Section V entitled “Proposal Requirements,” and prepare a brief proposal according to the instructions provided. Please also review Section VI entitled “Firm Selection” for the method by which a firm will be selected.

II. SCOPE OF WORK AND PROPOSAL ITEMS

A. General Description

The Contractor shall propose and provide scheduled pest control services for soft surface areas of all sites included in this solicitation. The scheduled services shall include regular inspection and performance of indicated burrowing animal control by duly trained and qualified personnel as necessary to accomplish the goal of the project: the elimination to the greatest extent practicable of the trip hazards created by these animals in soft-surface areas that typically experience foot traffic.

The Contractor shall also propose and be prepared to provide on-call pest control services for any pest common to the area.

The work shall be performed in accordance with accepted professional work standards and contracting law as established by the California Department of Pesticide Regulation (CDPR).

It will be assumed that the Contractor has visited each City site for which scheduled pest control is requested in order to determine the type of pests responsible for subterranean tunneling and to in turn develop a tailored control plan, and that the Contractor will base their proposal on those determinations.

All Scheduled Work will be billed at established flat monthly rates (in accordance with the Cost Proposal - Schedule A), to be completed and returned by the Contractor as a part of their proposal. All Unscheduled Work will be billed at established hourly rates (in accordance with the Cost Proposal - Schedule B), to be completed and returned by the Contractor as a part of their proposal. Cost Proposal – Schedule C can be used only after contract execution and if needed as a basis for the monthly cost to add sites for regular maintenance to the current scope of work.

The Contractor's inability to provide services per contract specifications may cause the City to withhold payment for such services and / or cause the City to secure another qualified contractor for the performance of the subject services.

The Contractor must provide vehicle(s) to be used by the Contractor's Technicians.

The Contractor must possess, and have readily available in functioning order, all required tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to perform pest control services for the City in compliance with current CDPR and City of Lathrop standards and specifications.

The Contractor shall not represent the City in matters of policy or procedures under this contract, and shall refer all questions or inquiries from the public regarding policy and procedures, or terms and conditions of this contract to the City.

The Contractor shall be responsible for the repair or replacement, as appropriate, of any facilities or landscaping damaged as a function of work authorized under this contract.

B. Pest Control Requirements

1. Scheduled Pest Control

As directed by the City's Director of Parks and Recreation or his designee, the Contractor shall provide all resources for Scheduled Pest Control designed to eradicate to the greatest extent practicable burrowing animals whose tunneling

leaves trip-hazard holes in any soft surfaces at City facilities listed in Cost Proposal, Schedule A, and shown in Attachment B – Pest Control Site Maps.

Compensation for all Scheduled Pest Control will be paid at the flat rates in the Contractor's submitted Cost Proposal, Schedule A. The work includes the inspection of all City sites, for signs of burrowing animal damage to City grounds or property, and the execution of appropriate measures to control the animals responsible for the damage.

For the purposes of this work, "soft surfaces" shall include all areas of soil (landscaped or otherwise), turf and decomposed granite included within the boundary map for each site. The work may therefore include the treatment of soft-surface areas that may not typically experience foot traffic, such as areas landscaped for aesthetic purposes, but that may provide suitable habitat for the subject pests.

2. Unscheduled / On-Call Pest Control

As directed by the City's Director of Parks and Recreation or his designee, the Contractor shall provide all resources for Unscheduled / On-Call Pest Control at any location and for any pest requested by the City within 4 business days of the City's request. Compensation for Unscheduled / On-Call Pest Control will be paid at the hourly rate in the Contractor's submitted Cost Proposal, Schedule B. Additional compensation for travel time for this work at a maximum of one hour in each direction will be allowed.

3. Necessary Work that has not been Authorized

If during the performance of authorized scheduled or authorized unscheduled work the Contractor discovers necessary / highly recommended work outside of the scope of work authorized at that time, Contractor shall immediately notify the City's Director of Parks and Recreation or his designee, provide a description of the issue and a recommendation disposition, and await further direction. In no case shall the Contractor perform work without first obtaining written authorization from the City's Utility and Streets Maintenance Superintendent.

4. Activity Reports

The Contractor shall provide a Monthly Activity Report to the City by the fifteenth (15th) working day of each month summarizing all work performed during the previous month. The report shall be sent via email (in Microsoft Excel format) to the City's Director of Parks and Recreation or his designee with the monthly invoice. No monthly payment will be made without submittal of the report therefor.

i. The Activity Report shall include:

1. Scheduled Work: A complete record of all work that was performed during the previous month at each site, including the date and time, methods used (including copies of the usage reports submitted to San Joaquin County), observations of treatment efficacy and any recommendations for improved pest control.
2. Unscheduled Work: Time the service call was received, time arrived at the site, the response time, and the number of hours spent performing the work in addition to all elements of the Monthly Activity Report.

5. Response and Service

- i. Contractor shall be responsible for meeting with the City's Director of Parks & Recreation or his designee immediately following contract award. This meeting will allow the City to provide explicit direction to the Contractor and ensure Contractor is aware of the physical limits of all sites for which routine maintenance is needed.
- ii. Contractor shall provide response and service on a typical work week basis: Monday through Friday, 8 AM – 5 PM. The maximum response time to a request for Unscheduled Work shall be 4 business days.
- iii. Contractor's failure to meet the response time requirement for Unscheduled Work shall be sufficient cause for the City to authorize work to be completed by others and deduct the costs of said work from payments due the Contractor. Repetitive failure shall be deemed sufficient cause for the City to unilaterally terminate the contract.

6. Work Specifications

i. Professional

- 1. Notify San Joaquin County Department of Agriculture via Notice of Intent before any application of any restricted materials.
- 2. All pest control services shall be performed in accordance with Federal, State and Local rules and regulations established by the State of California Department of Pesticide Regulation and consistent with Federal and Cal OSHA standards.
- 3. Contractor is responsible for filing any necessary monthly usage reports required by the City's Restricted Materials Permit with the San Joaquin County Department of Agriculture.

ii. General

- 1. All Contractor personnel shall wear a uniform with company identification whenever working in or around City facilities as a function of a contract resulting from this solicitation.
- 2. Contractor shall perform a thorough inspection of each site before performing routine maintenance.
- 3. Contractor shall establish and submit to the City's Director of Parks and Recreation or his designee a schedule of services to be performed at each location for which regular pest control is requested.
- 4. Contractor shall furnish all labor, materials and equipment necessary to provide the proposed maintenance.

C. Payment

All payment will be made within thirty (30) days after an invoice has been approved for payment by the City's designated representative. Charges for labor, materials and equipment should be included with the submitted invoice. For cost accounting purposes, the invoice should be emailed as a Microsoft Excel-compatible computer file

to the City. Payment will be made no more frequently than monthly; however, invoices must be submitted at least quarterly (i.e. every three months). All payments shall be made in accordance with Cost Proposal Schedules A, B and C included in this Solicitation and completed and returned by the Contractor in its Proposal.

Special Note: The City reserves the right to negotiate with the Contractor on the fees and rates submitted in the Contractor's Cost Proposal, Schedules A, B and C. A final contract with the Contractor may not include the original fees and rates submitted in the Contractor's Cost Proposal. The City makes no guarantee as to the total dollar value of work assigned to the Contractor as a function of this contract.

Compensation for all Scheduled Pest Control will be paid at the fees agreed to by the City and the Contractor as a function of the costs submitted by the Contractor its Cost Proposal, Schedule A. ***No additional or separate payment will be made for labor and materials, vehicles, equipment, or for travel time from the Contractor's base of operations to the City for Routine Pest Control.***

Compensation for all Unscheduled / On-Call Pest Control will be paid at the hourly rate agreed to by the City and the Contractor as a function of the rate submitted by the Contractor in its submitted Cost Proposal, Schedule B. Additional compensation for travel time for this work at a maximum of one hour in each direction will be allowed. ***No additional or separate payment will be made for labor and materials, vehicles or equipment.***

A separate itemized invoice, indicating the actual labor hours, equipment and vehicle units used, and applicable rates, shall be prepared for work hereunder.

D. Wages Paid to Contractor's Workers

Pursuant to California Labor Code Article 2, Wages, Section 1770 et seq., the work described herein is a "public work" as defined by this Article of the Labor Code and requires payment of prevailing wages pursuant to Labor Code Section 1771. Contractors are advised to familiarize themselves with this provision and with Department of Industrial Relations opinions and interpretations relative to pest control. Failure to comply with Labor Code 2, Wages, of the Labor Code may result in imposition of statutory penalties enumerated in Labor Code Section 1775.

E. Contract Period and Renewal

The Pest Control Services contract will be for an initial contract period from approximately January 25, 2021 – June 30, 2021.

This contract may be extended by the City for up to two (2) additional terms after the initial contract period in one (1) year increments at the discretion and approval of the City. The City shall notify the Contractor in writing of the intent to extend the contract by June 1st of the current contract year.

F. Use of Subcontractors

In the form entitled List of Subcontractors, in the Information Required of Bidder and pursuant to Section 4107 of the Public Contract Code, the Contractors shall submit the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who under subcontract to the Bidder specially fabricates and installs a portion of the work, in an

amount in excess of one-half of one percent (1/2%) of the Bid. The Bidder shall indicate the portion which will be done by each such subcontractor for each such portion as is defined by the subcontractor in its bid. This listing requirement shall apply to sub-subcontractors of any installation subcontractor which is utilized to install the Work, which sub-subcontractors perform work in excess of one-half of one percent of the Contractor's Total Bid Price. The Contractor shall ensure by Contract that any subcontractor installing the work fulfills the responsibilities of a prime contractor under Public Contract Code Section 4100, et. seq.

Failure to so list subcontractors is an express statement by the Bidder that it will perform that portion of the work with its own forces. The Bidder may not substitute any person or subcontractor for a listed subcontractor without first obtaining written permission of the Project Manager pursuant to provisions of Section 4107 of the Public Contract Code.

III. SCHEDULE

The following schedule represents a target timeframe for the Respondent selection process and execution of the Service Contract. Dates are subject to change.

Action Date

- Request for Proposal (RFP) Released: Monday, December 21, 2020
- Deadline for receipt of Questions: Tuesday, January 5, 2021 at 4:00 PM
- Deadline for receipt of Proposals: Tuesday, January 12, 2021 at 4:00 PM
- Interviews (Optional, at City's discretion): Thursday, January 14, 2021
- Contract Begins (Approximate Start Date): Monday, February 1, 2021

IV. MINIMUM QUALIFICATIONS AND REFERENCE CONTACT INFORMATION

A. License

Proposing Contractor must possess a valid Qualified Applicator's License in Categories B and C, issued by the California Department of Pesticide Regulation. A copy of the license, with number and date of expiration shall be included in the submitted Proposal. Failure to possess and produce the specified license with indicated categories will render the Proposal as non-responsive.

B. Qualified Personnel

Proposing Contractor shall have on-staff, at least one employee with the following qualifications, and available via telephone at a minimum, to the City within 2 hours of City's request:

C. Company Background

Contractor submitting a proposal to this RFP must be skilled and regularly engaged in pest control of burrowing animals for municipal agencies.

D. Client References

Provide a minimum of three (3) references from other municipal agencies for which the firm is currently providing or has most recently provided the services described in this Solicitation. All listed references must be a municipality or city, county, state or

federal governmental agency, including County Service Areas (CSA), Community Service Districts (CSD) and Permanent Road Divisions (PRD). Additional examples of government agencies would be a Public School District, California Department of Corrections & Rehabilitation (CDCR), United States Forest Service (USFS), California Department of Forestry and Fire Protection (Cal Fire), etc.

E. Negative History

Contractor must include in its Proposal a complete disclosure of any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years.

If there is no negative history to disclose, the Contractor must affirmatively state in its Proposal there is no negative history to report.

Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the firm's prior documented history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

V. PROPOSAL REQUIREMENTS

The Proposal Narrative should describe the methodology to be used to accomplish each of the project tasks and services expected as defined in the Scope of Work.

It is the proposer's responsibility to examine each site listed in the Cost Proposal – Schedule A and within the limits shown in Attachment B – Maps of City Assets for Pest Control before submitting a proposal to this RFP.

It is the proposer's responsibility to state in their proposal any exceptions to the declared area measurements (acres) as listed in the Cost Proposal – Schedule A and within the limits shown in Attachment B – Maps of City Assets for Pest Control before submitting a proposal to this RFP.

Please note that this Request for Proposal cannot identify each specific, individual task required to successfully and completely implement this project. The City of Lathrop relies on the professionalism and competence of the Proposing Firm to be knowledgeable of the general areas identified in the Scope of Work and of adequate competence to include in its proposal all required tasks and subtasks, personnel commitments, personnel hours, direct and indirect costs, etc. The City of Lathrop will not approve addenda to the Contractor's agreement that do not involve a substantial change from the general Scope of Work identified in this Request for Proposal.

A. Criteria

The submittal should not exceed thirty (30) pages (sheets of paper), double sided (8 1/2" by 11"), including an organization chart, staff resumes and appendices, and cover letter. Dividers, Attachments A and B, and Addenda acknowledgments do NOT count toward the thirty (30) page limit. Submittals must include:

One (1) printed copy marked "Original" and containing an original signature.

Three (3) printed copies marked "Duplicate."

One (1) complete electronic copy in Adobe Acrobat PDF format on flash drive or CD.

Faxed submittals will not be accepted.

B. Proposal Format

Proposals shall be organized into three sections:

1. Cost Proposal

The Proposer shall provide the following requested information for the performance of Pest Control Services as defined in this proposal:

- Schedule A – Scheduled Pest Control: Propose monthly flat-rate costs for the ongoing control of burrowing pests at each site listed.
- Schedule B – Unscheduled / On-Call Work: Propose an hourly rate (inclusive of labor, vehicle, materials and equipment costs) for the performance of Unscheduled / On-Call Work as directed by the City, including diagnosis of pest damage, treatment recommendations therefor and performance of recommended work.
- Schedule C – Addition of Sites for Scheduled Pest Control: Propose an area-frequency rate (inclusive of labor, vehicle, materials and equipment costs) for the addition of City sites to the schedule for the regular performance of pest control.

Note that the Cost Proposal, including all fees and compensation shall remain valid for a minimum of ninety (90) days from the proposal submission deadline.

2. Responses to the Contractor's Qualifications and Experience Statements

Provide as much information as possible in all sections of Attachment A.

3. Contractor's Proposal Narrative

Describe your company's approach to pest control of burrowing animals in suburban open spaces for Public Agencies, and address topics such as, but not limited to:

- **WORK PROPOSAL**: Propose a program that will ensure the control of burrowing pests while requiring treatment only when needed, and indicated by the results of regular monitoring. A strong proposal will contain specific recommendations indicative of the proposer's thorough investigation of each site listed in Schedule A – Scheduled Pest Control.
- Considerations for the removal of exterminated animals from City facilities, e.g. turnaround time, public discretion, disposal, etc.
- Protection of non-targeted wild and domestic animals
- Other steps or tools that the City of Lathrop might be able to implement on its own to complement / accelerate the rate or effectiveness of the Proposer's control plan.
- Company's safety protocol relative to the use of poisons and other hazardous chemicals in areas used regularly by the public.

Include in the Proposal Narrative a cover letter, company organization chart and relevant staff resumes.

The proposal shall identify a single point of contact for on-call service requests

If possible, provide examples of unique or otherwise novel improvements to safety, efficiency or quality developed by your company. The Proposal Narrative is an opportunity for each firm to distinguish its practices and work ethic from its competitors.

C. Due Date

All proposals must be received in the City of Lathrop, Department of Parks & Recreation by date and time indicated on the cover of this RFP. Proof of receipt before the deadline is required by a City of Lathrop date stamp. It is the responsibility of the Proposer to see that any proposal sent through the mail, or any other delivery method, shall have sufficient time to be received by the City of Lathrop, Department of Parks & Recreation prior to the proposal due date and time. Late proposals will be returned to the Proposer unopened. Proposals shall be clearly marked and identified and must be submitted to:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95530
Attn: Zachary Jones, Director of Parks and Recreation

Any questions, technical or otherwise, pertaining to this Request for Proposal must be submitted via email and IN WRITING and directed ONLY to:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95530
Attn: Zachary Jones, Director of Parks and Recreation
zjones@ci.lathrop.ca.us

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of informal Addenda to the RFP via email according to the schedule presented in Section III.

Questions received after the date and time presented in Section III will not be answered. Only questions that have been resolved in writing and disseminated to proposers via email will be binding.

Oral and other interpretations or clarifications will be without legal or contractual effect.

D. Delivery

Proposals must be delivered in a SEALED envelope/package, shall clearly state "City of Lathrop RFP for Pest Control Services", and shall contain the following items:

- A copy of the firm's valid, current and in good standing Qualified Applicator License issued by the California Department of Pesticide Regulation.
- Completed and signed Notary Statement.
- Contractor's Project Proposal:
 - Attachment A (Contractor's Qualifications and Experience Statements), completely filled in by the Contractor, with pages attached as necessary.
 - Schedules A, B and C (Contractor's Cost Proposal) completely filled in by the Contractor.
 - Contractor's Proposal Narrative

Important Note: The successful Proposer will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Lathrop in accordance with the standard Sample Professional Services Agreement - Appendix "A" attached hereto. Please note that Exhibits A, B and C of Appendix "A" (Sample Professional Services Agreement) are intentionally not complete in the attached document. The exhibits will be submitted by the Contractor and will become part of the final Professional Services Agreement executed between the parties. Any exceptions to the language contained in the RFP or sample agreement must be included and clearly defined in the Proposal submitted. Exceptions to the City's standard boilerplate professional services agreement, including the insurance requirements, may be considered in the evaluation process.

Failure or refusal to enter into an Agreement as herein provided or failure to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked Proposer refuses or fails to execute the Agreement, the City may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked Proposer, and so on.

E. Responsibility of Proposer

All project Proposers shall be responsible. If it is found that a Proposer is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

F. Protection of Property (Contractor's Responsibility)

Confine operations at site to areas permitted by contract documents.

Do not encumber site with excessive vegetation or equipment.

Do not impose any load on any structure that will damage or endanger structure.

Take precautions necessary to prevent annoyance to occupants adjacent to or in the vicinity of the work.

Contractor is solely responsible for conditions of the jobsite, including safety of all persons and property during performance of work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict the more stringent requirement shall be followed. All public and private property, pavement or improvement shall be safely guarded from injury or loss in connection with this contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, he/she shall immediately notify the proper owner or authorities.

The Contractor at his/her expense, shall rebuild, repair, restore, and make good to the City's satisfaction all injuries and damages resulting from his/her operations.

G. Public Safety

During performance of the work, the Contractor shall erect and maintain necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards (at Contractor's expense) as shall be appropriate under the circumstances in his/her judgment for the prevention of accidents; and he/she shall take other precautions as

necessary for public safety including, but not limited to traffic control in accordance with the latest edition of the 2014 Caltrans Manual on Uniform Traffic Control Design (MUTCD).

H. City's Responsibility

The City's review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the site of work.

The City may suspend operations if it is determined that an imminent safety hazard exists.

I. Cooperation with Other Work Forces

Other contractors, other utilities and public agencies or their contractors, other city contractors, and City personnel may be working in the vicinity at the same time as the Contractor.

There may be some interference between these activities and the work to be performed by the Contractor. The Contractor shall cooperate and coordinate this work with that of other work forces to assure timely contract completion.

Any costs for providing cooperation with other work forces shall be considered as included in the bid price for the various contract items of work, and no separate payment will be made therefore.

J. Commencement, Prosecution, and Completion of Work

The Contractor is not authorized to perform any scheduled work until he/she has received from the City a Notice to Proceed.

The Contractor is not authorized to perform any unscheduled / on-call work until he/she has received from the City a task Authorization.

No work will be performed until the contract has been properly executed, insurance has been submitted and approved, and a Notice to Proceed has been sent to the Contractor by the City's authorized representative.

K. Working Day

The Contractor's working day activities shall be limited to the hours between 8:00 AM and 5:00 PM, Monday through Friday, excluding designated City holidays. Deviations from normal working hours will not be allowed without prior written consent of the City.

The following are the designated City holidays:

- January 1 (New Year's Day)
- The third Monday in January (Martin Luther King Jr.'s Birthday)
- The third Monday in February (President's Day)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- November 11 (Veteran's Day)
- The fourth Thursday in November (Thanksgiving Day)
- The day after Thanksgiving
- December 25 (Christmas Day)

When a designated City holiday falls on a Sunday, the following Monday shall be a designated holiday. When Christmas Day or New Year's Day falls on a Sunday or Monday the preceding Friday shall be a holiday.

L. Hours of Operation

The Contractor shall provide qualified on-call personnel, available and readily contactable twenty-four (24) hours per day, seven (7) days a week, three hundred sixty five (365) days a year, to act on behalf of the Contractor to handle both routine and after-hours emergency and urgent tasks. Contractor shall provide City with a local and toll free telephone number which may be contacted at any time including non-business hours, weekends, and legal holidays to handle emergency calls.

The Contractor shall also maintain and provide fixed-location telephone numbers, mobile phone numbers, fax numbers, and email addresses of various pertinent staff/employees with which the City can maintain regular and direct contact regarding billing, estimating, service calls, status reports, scheduling, and various other issues.

M. Materials

All materials and parts furnished by the Contractor in the work shall be new, high grade, and free from defects. Quality of work shall be in accordance with the generally accepted professional standards. Material and work quality shall be subject to the City's approval.

N. Superintendence

The Contractor shall designate a competent, efficient supervisor of the work. The supervisor shall have complete authority to represent and act for the Contractor.

If the Contractor or supervisor is not available, any reasonable direction given by the City including stopping work shall be followed by Contractor's employees, suppliers, and subcontractors.

The Contractor shall not, without the written consent of the City, substitute any person or entity in place of the supervisor proposed in the Proposal.

O. Uniforms and Dress

At night or in the daytime when outer garments are not highway yellow in color, reflective vests shall be worn in the field. Contractor's personnel shall wear all appropriate personal safety equipment and garments when required by any law, statute or ordinance. Payment for uniforms and personal protective equipment shall be the responsibility of the Contractor. No additional compensation shall be allowed for uniforms and personnel equipment.

P. Equipment Maintenance Requirements

Vehicles and equipment used within the City shall be maintained at all times in good and safe mechanical condition, and kept relatively clean.

VI. FIRM SELECTION

A. Review

Each proposal will be reviewed by an evaluation committee to determine if it meets the proposal requirements. Failure to meet the requirements for the Request for Proposal may be cause for rejection of the proposal.

B. Process

The evaluation committee may, at its sole option, ask for interviews or oral presentations by any Proposer(s) participating in this process. Attendance at any such interview will be at the Proposers expense.

C. Selection

The final selection of a firm will be determined by using a “Best Value” methodology following review of all cost proposals, Proposer’s Qualifications and Experience Statements, Proposal Narrative and formal oral presentations (If requested by the City). The evaluation committee will recommend one Contractor for a contract to be awarded by and at a regular meeting of the City Council.

Special Note: Proposal price alone will not be the sole determining factor in the selection of the firm for this work. The City will consider the proposal costs for all proposal items identified herein together with the Contractor’s responses to the following inquiries to form the basis for the City’s decision on which firm will be selected.

The following Proposal Evaluation Categories (PEC) will be used to determine the proposal that offers the City the best value (400 points possible):

1. Contractor’s Proposal Narrative (40 points)
2. Contractor’s Cost Proposal (300 points)
 - a. Scheduled Work cost estimate (defined as the sum of all bid item entries in Table A) (280 points)
 - b. Unscheduled / On-Call Work – Straight Time hourly rate for on-call pest control, inclusive of labor, equipment and materials (Table B) (20 points)
3. Contractor’s Qualifications & Experience Statements (60 points)
 - a. Number of years in business (10 points)
 - b. Number of years’ experience performing burrowing animal pest control in suburban parks for a government agency (10 points)
 - c. Evaluation of similar contracts and reference feedback (10 points)
 - d. Safety Record (10 points)
 - e. Employee Certifications and Licenses (10 points)
 - f. Negative History Disclosure (10 points)

Each proposal will be evaluated by 3 City of Lathrop employees on each of the 3 Proposal Evaluation Categories listed above. The highest ranked proposal by each evaluator in PECs 2 and 3 will receive the maximum points for that PEC, second highest will get one less point, and so on. The highest ranked proposal by each evaluator in PEC 1 will receive the maximum points for that PEC, second highest will get five (5) less points, and so on.

For example, the proposal with the 2nd highest-ranked Proposal Narrative, 3rd lowest Table A Cost Proposal, lowest Table B Cost proposal, and 55 points in the Qualifications & Experience Statement PEC would receive $(35 + 278 + 20 + 55) = 388$ points for the Proposal Evaluation Process. Comparing the raw point totals, each of

the 3 evaluators will rank all proposals, highest to lowest. The proposal with the highest average ranking across all 3 evaluators will be determined to be that proposal that offers the City of Lathrop the best value. Note that the proposers' submitted rate for Addition of Sites for Scheduled Pest Control – Table C Cost Proposal, work will not be a factor in proposal evaluation, as the City anticipates the potential dollar value of this work to be an insignificant fraction of the total contract value.

The City reserves the right to conduct in-person interviews from a "short list" of qualified proposers if it is determined necessary for the completion of the selection process.

The City reserves the right to reject any or all proposals and to determine which proposal is, in the City's judgment, the most responsive. The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth therein. Costs for developing, submitting, and presenting proposals are the sole responsibility of the Proposer and claims for reimbursement will not be accepted by the City.

D. Award of Contract

It is the City's intent to award a single contract to the firm that can best meet the requirements of the Request for Proposal document. The City reserves the right to award a contract to multiple firms or a single firm or to make no award, whichever is in the best interest of the City.

E. Public Record

Proposer's attention is drawn to the fact that all proposal documents submitted are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the proposals may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially agendized for City Council consideration, and/or following award of contract, if any, by the City Council.

F. Cost Related to Proposal Preparation

The Proposer shall be responsible for all costs incurred in the development and submission of its proposal. The City assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by a Proposer, the evaluation of an accepted response, or the selection of finalists. The City shall not be contractually bound until the City and the successful Proposer have executed a written contract for performance of the work.

G. Business License

The successful Proposer that is awarded the contract will be required to be appropriately licensed for the duration of the contract in accordance with the City of Lathrop Business License Ordinance of the Municipal Code.

H. Proposal Informalities or Defects

The City of Lathrop reserves the right to waive any informality or technical defect in a Proposal and to accept or reject, in whole or in part, any or all Proposals and to advertise for new Proposals, as best serves the interests of the City.

I. Investigations

The City reserves the right to make such investigations as it deems necessary to determine the ability of the Proposer to perform the Work and the Proposer shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Proposal if the evidence submitted by or investigation of such Proposer fails to satisfy the City that such Proposer is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

J. Signed Proposal and Exceptions

Submission of a signed Proposal will be interpreted to mean that Proposer has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement must be submitted with the proposal and clearly defined. Exceptions to the City's RFP document or standard boilerplate language, terms or conditions may be considered in the evaluation process.

VII. AGREEMENT

The selected Respondent will be required to sign an agreement similar to the sample Agreement provided in Appendix A.

Proposer shall identify any exceptions to this sample agreement. If the selected Respondent does not note any exceptions, they will be expected to sign a final contract incorporating all of the terms and conditions of this sample agreement.

VIII. LIABILITY AND INSURANCE REQUIREMENTS

Prior to City's execution of the Agreement, the selected Respondent will furnish certificates of insurance and endorsements to the City.

A. Indemnification

The selected Respondent will defend, indemnify and hold harmless City and their officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the services, caused in whole or in part by the willful misconduct or any negligent act or omission of the Respondent, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts for any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

The parties expressly agree that any reasonable payment, attorney's fee, cost or expense the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of the Agreement.

The CITY requires compliance with the following legislative policies; Insurance Requirements and Certification, Conflict of Interest (Form 700), W-9, and an active Lathrop Business License. These requirements must be completed to award a public service contract.

B. Insurance Requirements

It shall be the responsibility of the Respondent to maintain all insurance required as set forth below. Respondent shall provide a certificate of insurance showing the required insurance in effect prior to the City Council awarding a contract. Respondent shall maintain said insurance during the term of the contract. Should any of the coverage or policies be canceled before the expiration of the contract, the Respondent must provide the CITY written notice thirty (30) days prior to the cancellation date. The Respondent must provide a valid insurance certificate showing the required coverage and endorsements prior to the expiration of any policy. In the event coverage or policies are not in effect at any time during the term of the contract, the contract will be considered canceled, effective with the date the action occurred with the document.

Respondent must provide proof of the following insurance:

General Liability, Automobile, Worker's Compensation and Professional Liability. Respondent shall procure, prior to commencement of service, and keep in force for the term of this contract, at Respondent's own cost and expense, the following policies of insurance, certificates, or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Respondent shall provide the City with copies of all insurance policies. The insurance shall, at a minimum, include:

Commercial General Liability Insurance. Commercial General Liability insurance, including but not limited to, Bodily Injury, Broad Form Property Damage, Contractual Liability and if necessary, Products and Completed Operations or Owners and Respondent Protective Liability. The policy shall contain severability of interest clause or cross liability clause or the equivalent thereof.

Coverage afforded on behalf of the City shall be primary insurance, and any other insurance available to the City under any other policies shall be excess insurance (over the insurance required by this Agreement).

Limits of liability shall include the following:

Bodily Injury three million dollars (\$3,000,000.00),

Property Damage three million dollars (\$3,000,000.00)

Combined Single Limit (C.S.L.) for Bodily Injury and Property Damage four million dollars (\$4,000,000.00) per accident for bodily injury and property damage for duration of Agreement.

If the policy is a "claim made" type policy, the following shall be included as endorsements:

The retroactive date shall be the effective date of this Agreement or a prior date.

The extended reporting or discovery period shall not be less than thirty-six (36) months.

Automobile Liability Insurance. Automobile Liability Insurance, including all owned, non-owned and hired automobiles used by the Respondent or its agents in the performance of this Agreement shall have a minimum combined single limit of two million dollars (\$2,000,000.00) for Bodily Injury and Property Damage.

Worker's Compensation Insurance. Worker's Compensation Insurance, as required by the laws of the State of California – Statutory coverage may include Employers Liability coverage with limits not less than one million dollars (\$1,000,000.00). The Respondent certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Respondent shall comply with the provisions of Section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that Code. Respondent shall require all Subcontractors to carry Workers' Compensation Insurance, as required by the Labor Code.

Terms, Conditions and Endorsements. The aforementioned insurance shall be endorsed and have all the following conditions:

Additional Insured. Respondent shall name the City, its Council members, directors, officers, agents and employees as additional insureds in its Comprehensive Commercial General Liability and Automobile Liability policies. If Respondent submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG20 10 1185 form (or more recent) and/or CA 20 48 – Designated Insured Form (for business auto insurance). A statement of additional insured endorsement on the ACORD Insurance Certificate form is insufficient proof of the additional insured requirement and will be rejected.

Cancellation Notice. Respondent is required to provide the City thirty (30) calendar day's written notice prior to cancellation, termination or materials change in coverage.

Insurance Rating. Insurance shall be placed with insurers admitted in the state of California and with an AM Best Rating of A- VII or greater.

Replacement of Coverage. A breach of any insurance provision in the fully executed Agreement shall grant the City the option to take out and maintain, at the expense of the Respondent, such insurance in the name of the Respondent as is required pursuant to the Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Respondent under the Agreement.

Insurance Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the State of California Insurance Services Office, as of the date of the fully executed Agreement.

Proof of Insurance. Respondent will be responsible for providing proof of all insurance required for the work prior to execution of the contract, including copies of Respondent's insurance policies if and when requested. Failure to provide the insurance proof requested, or failure to do so in a timely manner, shall constitute ground for rescission of the contract award.

Subcontractors. Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the additional insureds and waiver of subrogation.

IX. CONDITIONS OF THE RFP

The City reserves the right to:

1. Accept, reject or negotiate modifications to any and all proposals as it shall, at its sole discretion.
2. Claim all Proposals to the RFP become the property of the City.
3. Reject any and all proposals submitted in response to this RFP;
4. Cancel in part, or in its entirety, this RFP and to waive any irregularities in the RFP process.
5. Change and/or modify any and all RFP project elements, requirements and schedules;
6. Refuse to award a contract or to pay any cost incurred in the preparation of a proposal;
7. Evaluate each proposal and to accept or reject any or all proposals received as a result of the RFP process;
8. Modify, suspend or terminate, at its sole discretion, any and all aspects of the RFP process to obtain further information from any and all Respondent teams and to waive any defects as to form or content of the RFP or any proposals by any Respondents;
9. Require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as a result of negotiations; and,
10. Make all RFP Proposals (except financial and proprietary information) a matter of public record and be regarded by the CITY as public records. The CITY shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the CITY from contracting with a service provider if the service provider or an employee, officer or director of the service provider's firm, or any immediate family or preceding, or any subRespondent or RESPONDENT of the service provider, is serving as a public official, elected official, employee, board or commission member of the CITY who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of the contract includes actions that are preliminary or preparatory to the selection of a RESPONDENT such as, but not limited to, involvement in the reasoning, planning, and/or drafting of solicitations for bids and RFPs feasibility studies, master plans or preliminary discussion or negotiations.

X. PROJECT CONTACT

Any requests for clarification and/or additional information shall be directed in writing via email to the Project Manager:

Zachary Jones, Director of Parks & Recreation
zjones@ci.lathrop.ca.us

COST PROPOSAL SCHEDULE "A"
CITY SITES FOR SCHEDULED PEST CONTROL

MAP SITE #	FACILITY TYPE	FACILITY NAME	ADDRESS	APPROX. ACREAGE	MONTHLY PRICE FOR CONTROL
1	PARK	Apolinar Sangalang Park	13470 Slate St.	9.3	\$____.____
2	PARK	Woodfield Park	801 Lathrop Rd.	5.1	\$____.____
3	PARK	Valverde Park	15557 Fifth St.	7.6	\$____.____
4	PARK	Basin Park @ Woodfield	13460 Woodfield St.	4.5	\$____.____
5	PARK	Mosssdale Park	700 Towne Centre Dr.	15.1	\$____.____
6	PARK	Crescent Park	15980 Crescent Park Cir.	1.4	\$____.____
7	PARK	Park West	16130 Sheltered Cove Cir.	5.5	\$____.____
8	PARK	River Park – North	16001 Spartan Wy.	3.3	\$____.____
9	PARK	River Park - South	17801 Inland Passage Wy.	5.3	\$____.____
10	PARK	Generations Center Park	450 Spartan Wy.	3.1	\$____.____
11	RETENTION POND	S1 - Brookhurst Blvd. & Manthey Rd.	17774 S. Mathey Rd.	3.3	\$____.____
12	RETENTION POND	S2 - McKee Blvd. & Brookhurst Blvd.	300 Brookhurst Blvd.	4.7	\$____.____
13	RETENTION POND	S3 - South end of McKee Blvd.	17991 S. Manthey Rd.	2.2	\$____.____
14	RETENTION POND	S6 – East side, south of RR XING	15340 & 15360 McKinley Ave.	2.6	\$____.____
NO MAP	STREETSCAPE	Golden Valley Parkway - 8 Medians	Spartan Wy. to Brookhurst Blvd.	1.8	\$____.____

COST ESTIMATE FOR MONTHLY CONTRACT PERIOD SCHEDULED WORK: \$____.____

COST PROPOSAL SCHEDULE "B"
UNSCHEDULED / ON-CALL PEST CONTROL

Title	Description	(\$/HR)
Technician	As needed control of pests as requested by the Director of Parks & Recreation, including labor, equipment, vehicle and materials.	\$ _____.

COST PROPOSAL SCHEDULE "C"
ADDITION OF SITES FOR SCHEDULED PEST CONTROL

Title	Description	(\$/acre/month/site)
Add Site	Additional sites for routine maintenance of control of pests, including labor, equipment, vehicle and materials.	\$_____.

ATTACHMENT "A" – CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE STATEMENTS

Name of Contractor: _____

THE CONTRACTOR SHALL COMPLETE THE FOLLOWING STATEMENTS:

1. The Proposer has been engaged in the pest control business, under the present business name for _____ years.
2. The Proposer has experience in performing pest control for burrowing animals in suburban parks for a government agency over a period of _____ years.
3. List a minimum of five (5) most relevant pest control contracts that have been satisfactorily completed in the last ten (10) years for the agencies or authorities indicated:

	YEAR	TYPE OF WORK	CONTRACT AMOUNT	NAME OF AGENCY AND GENERAL CONTACT INFO
(a)	_____	_____ _____	\$ _____	_____
(b)	_____	_____ _____	\$ _____	_____
(c)	_____	_____ _____	\$ _____	_____
(d)	_____	_____ _____	\$ _____	_____
(e)	_____	_____ _____	\$ _____	_____

(Attach additional sheets as necessary)

4. **SAFETY RECORD:** List ALL Workers' Compensation claims against your company in the past 5 years. Do not provide names of personnel or other individuals involved, but provide details of each accident, including date(s), location, determination of fault, Cal-OSHA violations (if any), severity of casualty to all persons involved, and steps taken to prevent future recurrence of similar event.

(Attach additional sheets as necessary)

**ATTACHMENT "A" – CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE
STATEMENTS (Continued)**

5. EMPLOYEE CERTIFICATIONS AND LICENSES: List all relevant employees who possess verifiable certifications, license or other qualifications related to the work, including employee job title and certification / years held on the table below:

	NAME	JOB TITLE	CERTIFICATION & YEARS HELD
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____

(Attach additional sheets as necessary)

6. NEGATIVE HISTORY DISCLOSURE: Describe any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years.

If there is no negative history to disclose the Contractor must affirmatively state in its Proposal there is no negative history to report.

(Attach additional sheets as necessary)

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the Contractor.

Signature of Contractor

Print Name

Print Title

**ATTACHMENT "A" – CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE
STATEMENTS (Continued)**

NONCOLLUSION AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is

_____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of: President, Secretary,
Manager, Project Manager or Representative

The County of _____

State of _____

**ATTACHMENT "A" – CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE
STATEMENTS (Continued)**

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**ATTACHMENT "A" – CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE
STATEMENTS (Continued)**

LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and business address of each subcontractor who will perform Work under this Bid in excess of one-half-of-one-percent of the Contractor's Total Bid Price, and shall also list the portion of the Work which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code.

	<u>Work to be Performed</u>	<u>Subcontr. License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name and Address</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____

Note: Attach additional sheets if required.

**ATTACHMENT "A" – CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE
STATEMENTS (NOTARY STATEMENT)**

Subscribed and sworn to (or affirmed) before me

on this ____ day of _____, 20____, by

_____, proved to
me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

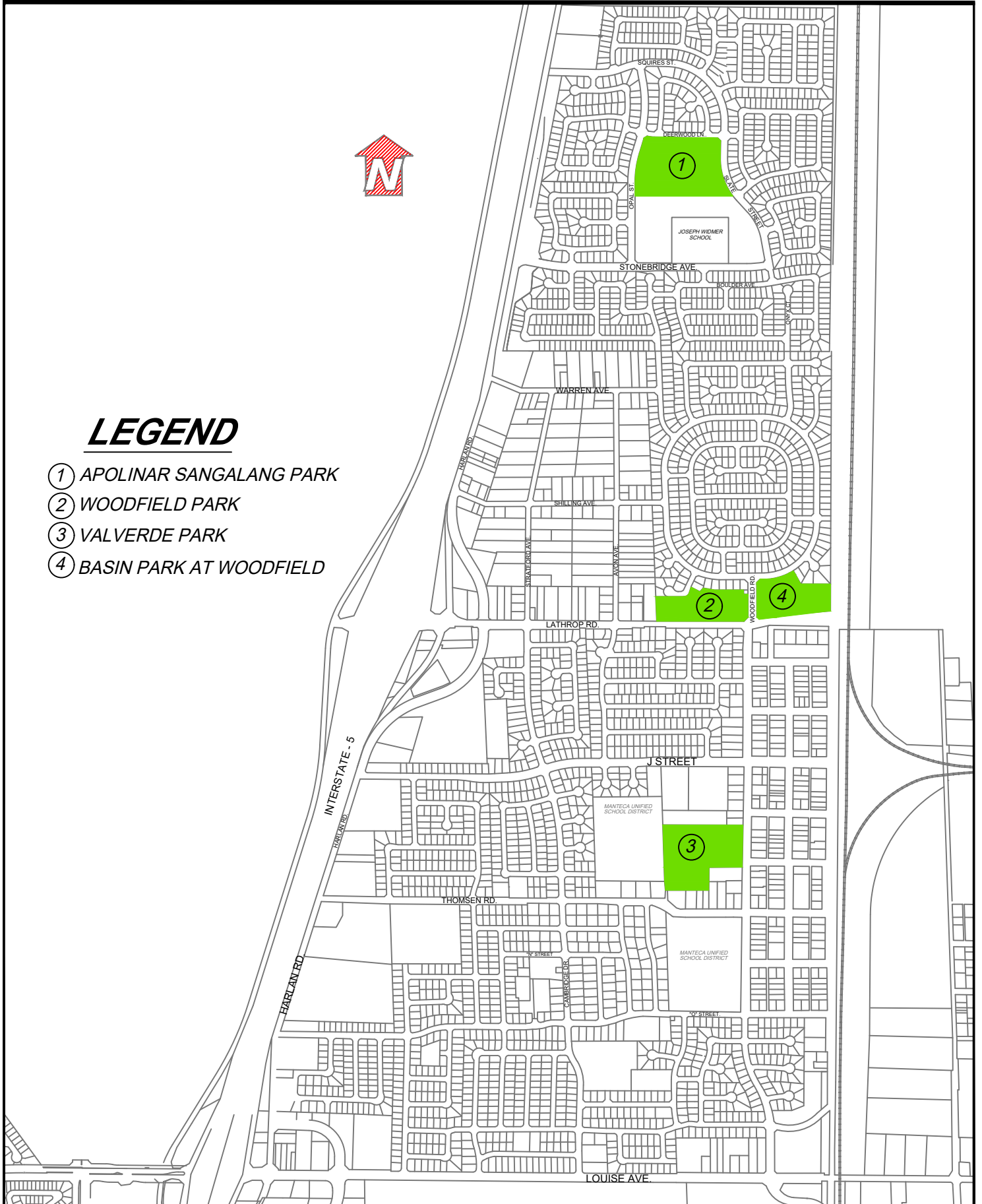
Seal _____

Signature _____



LEGEND

- ① APOLINAR SANGALANG PARK
- ② WOODFIELD PARK
- ③ VALVERDE PARK
- ④ BASIN PARK AT WOODFIELD



CITY OF LATHROP
 Public Works Department
 390 Towne Centre Drive
 Lathrop, California 95330

EAST LATHROP

SCALE: NO SCALE
 DATE: DECEMBER 2020

SHEET
 1 OF 4



LEGEND

- ⑤ Mossdale Park
- ⑥ Crescent Park
- ⑦ Park West
- ⑧ River Park North
- ⑨ River Park South
- ⑪ Retention Pond S1
- ⑫ Retention Pond S2
- ⑬ Retention Pond S3

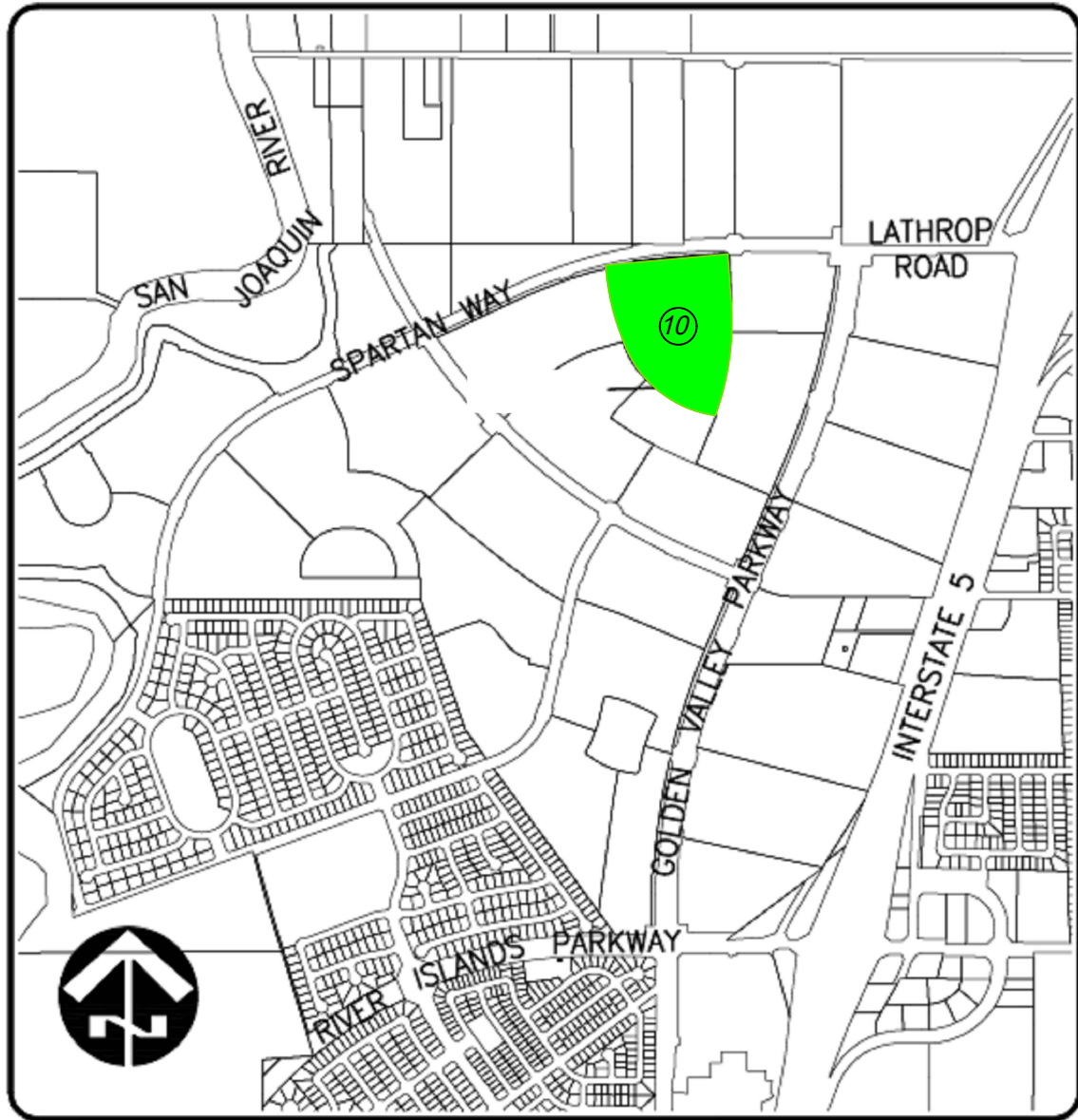


CITY OF LATHROP
 Public Works Department
 390 Towne Centre Drive
 Lathrop, California 95330

WEST LATHROP

SCALE: NO SCALE
 DATE: DECEMBER 2020

SHEET
 2 OF 4



⑩ Generations Center Park

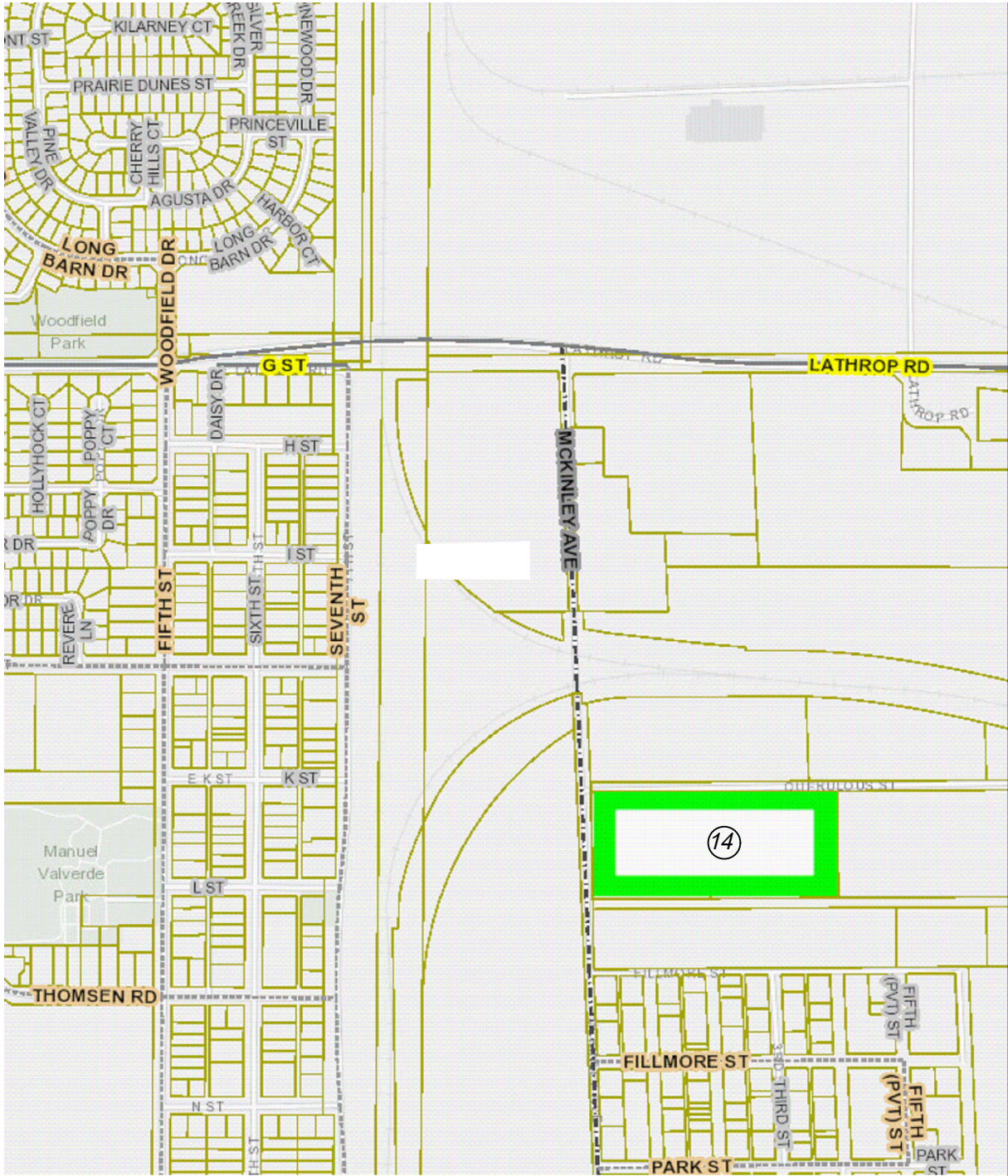


CITY OF LATHROP
Public Works Department
390 Towne Centre Drive
Lathrop, California 95330

WEST LATHROP

SCALE: NO SCALE
DATE: DECEMBER 2020

SHEET
3 OF 4



⑭ RETENTION POND S6



CITY OF LATHROP
Public Works Department
390 Towne Centre Drive
Lathrop, California 95330

EAST LATHROP

SCALE: NO SCALE
DATE: DECEMBER 2020

SHEET
4 OF 4

APPENDIX A: SAMPLE MAINTENANCE SERVICES AGREEMENT

This Contract, dated **MONTH / DATE**, 2021, is entered into by and between the City of Lathrop, a municipal corporation of the State of California (City), and _____, (Contractor), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on June 30, 2021, subject to the earlier termination of this Contract. This contract may be extended by the City for up to two (2) additional consecutive terms after the initial contract term in one (1) year increments at the discretion and approval of the City. The City shall notify the Contractor in writing of the intent to extend the contract by June 1st of the current contract year
2. General Scope of Project and Work. The work to be performed is described in the City of Lathrop Request for Proposals for Pest Control Services (Project). Contractor shall furnish labor, services, materials and equipment in connection with the performance of the described Maintenance and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of the City. The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Proposal Documents which may be necessary for the complete and proper performance of the Maintenance in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices, rates and provisions contained in these Construction Documents.

Work to be paid at the rates provided by the Contractor in Exhibits A, B and C and at a Not-to-Exceed Value of:

\$ NEGOTIATED CONTRACT PRICE.

3. Documents. This Contract shall include the City of Lathrop Request for Proposal for Pest Control Services (Project) which is on file with the Parks & Recreation Department and is hereby incorporated by reference (i.e. RFP, addenda, certification of insurance, workers compensation certification, and guaranty) and the Proposal submitted by **<<NAME OF PROPOSER>>** on January 12, 2021 For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the following order of precedence: Contract, RFP, Contractor's Proposal.
4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or

change order signed by the City's Parks & Recreation Director prior to commencement of any work.

5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section VIII-B of the RFP on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage on its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.
8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency

or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

10. Bonds. Not Applicable to this Contract.

11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:

- (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
- (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
- (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
- (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
- (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
- (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
- (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
- (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
- (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;

- (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project sites and assets proposed for maintenance (assets) and has full knowledge of the physical conditions of the Project sites and assets.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
 15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
 City Clerk
 390 Towne Centre Drive
 Lathrop, CA 95330

 (209) 941-7430
 FAX: (209) 941-7449

 ATTN: Director of Parks & Recreation

To Contractor: _____
Phone: _____
Fax: _____
ATTN: _____

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting

the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.

- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

LIST OF EXHIBITS:

- A: CONTRACTOR'S SUBMITTED COST PROPOSAL SCHEDULES A, B and C
- B: CONTRACTOR'S SUBMITTED WORKERS COMPENSATION CERTIFICATION
- C: CONTRACTOR'S SUBMITTED QUALIFICATIONS AND EXPERIENCE STATEMENTS

Certification of insurance and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

APPROVED:

Contractor:

City Manager

By: _____

RECOMMENDED FOR APPROVAL:

Name: _____

Director of Parks & Recreation

Title: _____

APPROVED AS TO FORM:

Taxpayer I.D. No. _____

City Attorney

SAMPLE

EXHIBIT A – CONTRACTOR’S SUBMITTED COST PROPOSAL
SCHEDULES A, B and C

EXHIBIT B – CONTRACTOR’S SUBMITTED WORKER’S COMPENSATION
CERTIFICATION

WORKER'S COMPENSATION CERTIFICATION

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Contract.

Contractor: _____

By: _____

Title: _____

(END OF SECTION)

EXHIBIT C – CONTRACTOR' SUBMITTED EXPERIENCE
AND QUALIFICATIONS STATEMENT