



CITY OF ALAMEDA
REQUEST FOR PROPOSALS
For
Pest Control Services

Issued: May 17, 2021

Submittal Deadline: June 8, 2021 at 2:00 p.m.

to

City of Alameda
Maintenance Service Center
1616 Fortmann Way
Alameda, CA 94501

Attn: Ricardo De La Torre, Public Works Supervisor

**CITY OF ALAMEDA
REQUEST FOR PROPOSALS**

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I. ABOUT THE CITY

Founded in 1853 and incorporated in 1872, The City of Alameda is a charter City located in Alameda County, spanning a total of almost 11 square miles, with an estimated population of 78,000. Additional information about the City is available online at www.alamedaca.gov.

II. NOTICE INVITING PROPOSALS

The City of Alameda Maintenance Service Center (MSC) invites proposals for Pest Control at City of Alameda Facilities in accordance with the most recent standards set forth. It is necessary for Proposers to read the information contained in this Request for Proposal (RFP) to understand how to submit the proposal, what documents must accompany the proposal and what legal obligations the Proposer is submitting to by providing a successful proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP and, if invited, participate in an interview. **Proposals must be received by the City Maintenance Service Center by 2:00 PM on Tuesday, June 8, 2021.**

A. SUBMITTAL OF PROPOSAL

Proposers shall submit two (2) complete double-sided, copies of their proposal and a compact disc or portable hard drive containing a Portable Document File (PDF) proposal. The printed proposals should be on paper containing a minimum of 20% post-consumer recycled content. **Proposals must be in a sealed envelope bearing the caption "City of Alameda – "Pest Control at the City of Alameda Facilities". Proposals shall be submitted to:**

**City of Alameda
Maintenance Service Center
1616 Fortmann Way
Alameda, CA 94501
ATTN: Ricardo De La Torre, Public Works Supervisor
RE: Pest Control at the City of Alameda Facilities**

Proposals may be submitted in person at MSC, or by mail, but must be received by 2:00 PM on Tuesday, June 8, 2021. Late proposals will not be considered. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual receipt. Any Proposal received prior to Tuesday, June 8, 2021 may be modified by written addendum or withdrawn by written request from the Proposer to the City up to the official time when all proposals are due.

B. PRE BID MEETING

At this time, the City will not be conducting a voluntary or mandatory pre bid meeting.

C. CONDITIONS OF REQUEST FOR PROPOSAL

General Conditions. The City reserves the right to cancel or reject all or a portion or portions of the request for proposals without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.

The City also reserves the right to reject any sub-provider or individual working on the proposed team and to replace the sub-provider or individual with a mutually acceptable replacement.

Liability of Costs and Responsibility. The City shall not be liable for any costs incurred in response to this request for proposals. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Alameda.

The selected lead service provider will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected lead service provider will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The lead service provider will provide MSC admin with a signed copy of all sub-service provider contracts within 30 days of final execution of contract.

Validity. The proposer agrees to be bound by its proposal for in all respects until one such proposal has been accepted by the City and an agreement fully executed, or until a proposal has been specifically rejected by the City, whichever occurs first, but in no event longer than four (4) months from the date of submission.

Standard Service Provider Agreement. A sample agreement has been provided in **Exhibit A** for the proposer's review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the Service Provider agreement, these should be identified specifically; otherwise it will be assumed that the proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. The City will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the proposal. The Service Provider agreement will not be executed by the City without first being signed by the proposer.

Permits and Licenses. Proposer, and all of proposer's sub-providers, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services hereunder.

Integrated Pest Management (IPM) Program. Proposer, and all of proposer's sub-providers, shall comply with all terms and conditions contained within this program (see Attachment 1 to Service Provider Agreement for IPM Policy). Proposer will be responsible for completing, filing and maintaining any and all necessary IPM paperwork with City, State or Federal requirements.

Proposer's Representative. The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

Insurance. General Liability, Automobile, Professional Liability, and Worker's compensation insurance are required in the amount set forth in the attached sample Service Provider agreement.

Prevailing Wage. The selected Service Provider will be required to pay the prevailing wage rates in effect on the date this Request for Proposals was first published, pursuant to California law, including California Labor Code sections 1720 through 1861. General prevailing wage rates in Alameda County are on file with the Department of Industrial Relations, and shall be made available to any interested party upon request.

Term of Agreement. The term is expected to be for five (5) years.

Execution of Contract. The contract, in form and content satisfactory to the City, will be awarded at a regular City Council meeting (first and third Tuesdays of each month, except August). At least four (4) weeks prior to the anticipated award date, the Service Provider will be notified of apparent award status and requested to provide the documents necessary to complete the contract process. Required documentation shall include three (3) copies of the contract executed by the Service Provider, proof of insurance and Payment and Performance bonds. The Service Provider will be given five (5) business days from the date the City Council awards the contract to obtain the relevant bonds and insurance along with any other documents required for submission.

Confidentiality. The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council. If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Sheet as confidential. Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the nondisclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

Conflict of Interest. The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

GENERAL SCOPE OF SERVICES

The purpose of this contract is to provide pest control at City of Alameda facilities. The Service Provider is required to examine carefully the sites, the proposal and contract forms for the work contemplated, and it will be assumed that the proposer has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be

furnished. Each facility, surrounding outbuildings and park areas will be serviced every other month, half on the even months and half on the odd months, with the exception of the Main Library at 1550 Oak Street, which will be serviced every month. For any urgent unexpected work, proposer will respond within 24-hours of the Public Works Supervisor's notification. The scope of services contained in **Exhibit B** will be referenced and incorporated to the awarded contract for services.

IV. PROPOSAL REQUIREMENTS

The Proposer shall include in its proposal, at a minimum, the information outlined below in a manner which demonstrates the Proposer's competence and qualifications for the satisfactory performance of the services identified in this RFP. The Proposer shall attach four separate exhibits, as described below, to the cover letter proposal: (I) Statement of Qualifications (II) Statement of Exceptions, if any, to Standard Service Provider Agreement, (III) Timeline and Plan to take over from current service provider (30 days or less), and (IV) Project Pricing.

I. Statement of Qualifications

The Proposer shall prepare a statement of qualifications, labeled as Exhibit A in the submitted proposal, which identifies:

- a) The size, stability, and capacity of Service Provider's organization, including, at a minimum, an identification of total number of years in operation, number of employees in the office location which is intended to provide the services described in the Scope of Services, and a description of Service Providers' shop and storage facilities intended to support the City.
- b) An identification of the Service Provider's experience performing services for projects of a similar size, scope, and complexity as the services required by this RFP, including an identification of the number of years' Service Provider has been performing similar services; and the most recent projects for which the Service Provider has performed similar services. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance.
- c) A list of the Proposer's principals, employees, agents, and sub-service providers which the Proposer intends to assign to this Project. This list shall include a summary of the qualifications (including education, training, certifications licenses, and experience) of each individual; the approximate number of hours each will devote to the Contract; and the type of work to be performed by each individual.
- d) Description of training and safety programs for its field employees.
- e) A statement as to whether the Proposer, either presently or in the past, was involved in any litigation, bankruptcy, or reorganization for any reason? If so, please provide dates and resolution. And a statement if the Proposer or any officer or employee of the company who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances.

II. Statement of Exceptions, if any, to Standard Service Provider Agreement.

A sample agreement has been provided in **Exhibit A** of this RFP for review. If Service Provider wishes to take exception to any of the terms and conditions contained in the Service Provider agreement, these should be identified specifically; otherwise include a statement of no exception, labeled as

Exhibit B in the submitted proposal. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated.

III. Time Line for Taking over from Current Service Provider

The current Service Provider for City of Alameda is Omega Pest Control. The Proposer will prepare a concrete 30-day time line to take over from Omega Pest Control and submit with this RFP. The exception to this will be Omega Pest Control if they choose to bid on this contract.

IV. Completed Project Pricing

Exhibit C of this RFP contains a Project Pricing sheet. Please complete, sign and label the completed Project Pricing worksheet as Exhibit C of the submitted proposal.

V. **EVALUATION CRITERIA**

The City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals. The factors to be considered by the Committee in reviewing the proposals will be:

1. Ability of the Proposer to Carry Out and Manage the Proposed Project (20%)

An assessment of the statement of qualifications, including past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety of projects completed and a demonstration of the organization's ability to undertake this project; and the demonstrated ability to work with governmental bodies and a full understanding of applicable laws or regulations that relate to the project.

2. Qualifications (40%)

The qualifications (including education, training, licenses, experience, and past performance) of the Proposer and its agents, employees, and sub-service providers. The City may consider Proposer's timely and accurate performance on contracts of a similar nature.

3. Willingness to Comply with the Proposed Agreement Terms (10%)

A sample agreement is attached. Proposals will be rated based on the exceptions taken to the proposed contract.

4. Cost of Proposal (30%)

Cost, while not determinative, will be considered in the selection process.

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals. The Committee will initially review all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact references.

The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection. And lastly, the City may ask selected Service Providers to participate in an oral interview.

The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

The City reserves the right to negotiate the terms and conditions of the agreement with the highest ranked firm. Recommendation for award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

Once the City selects a preferred Proposer, all other Proposers will be notified by the City in writing within fourteen working days of the decision.

END

EXHIBIT A. Standard Agreement and Insurance Requirements

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 21st day of July, 2021, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and COMPANY, a corporation, a sole proprietor, whose address is ADDRESS, (the "**Provider**"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Pest Control at City of Alameda Facilities. City staff issued a Request for Proposal (RFP) on Tuesday, May 17, 2021 and after a submittal period of 21 days received _____ submitted proposals on June 8, 2021. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for Pest Control at City of Alameda Facilities (Various Locations), upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the 21st day of July, 2021, and shall terminate on the 30th day of June 2026, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for the work under this Agreement is not to exceed \$XX,XXX.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent Service Provider. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable

attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnites which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnites for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnites from Claims arising from the sole negligence or willful misconduct of Indemnites.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Maintenance Service Center
1616 Fortmann Way
Alameda, CA 94501
ATTENTION: Ricardo De La Torre, Public Works Supervisor
Ph: (510) 747-7900 / Fax: (510) 521-8762

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

NAME
COMPANY
ADDRESS
CITY
PHONE/FAX

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

25. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

Effective January 1, 2015, no Service Provider or SubService Provider may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

No Service Provider or SubService Provider may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Service Provider is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).

Effective April 1, 2015, All Service Providers and SubService Providers must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

26. REGISTRATION OF SERVICE PROVIDERS:

Before submitting bids, Service Providers shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

27. PCC SECTION 9204 SUMMARY - CLAIMS SUBMITTED BETWEEN 01-01-2017 AND 01-01-2020.:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2020 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

- A. For the purposes of this section, the term “Claim”, “Service Provider”, “mediation”, “Public Entity” “Public works project” and “SubService Provider” shall have the meaning provided for in PCC Section 9204.

- B. Service Provider shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Service Provider must include reasonable documentation to support each claim.
- C. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Service Provider may mutually agree to extend the 45 day response time.
- D. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).
- E. If the City fails to timely respond to a Claim or if Service Provider disputes the City's response, Service Provider may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.
- F. Within 10 business days following the informal meet and confer conference, the City shall submit to Service Provider a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Service Provider mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Service Provider cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Service Provider shall pay equal portions of all associated costs of such third party mediator.
- G. Unless otherwise agreed by the City and Service Provider, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.
- H. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.
- I. This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2020.

28. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMPANY

CITY OF ALAMEDA
A Municipal Corporation

NAME
TITLE

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL

NAME
TITLE

Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

J. Aaron Duffy
Staff Counsel

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501-7558

SAMPLE
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF:

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

SAMPLE

Name of Person or Organization:
 City of Alameda
 Public Works Department
 950 West Mall Square, Room 110
 Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____
The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION:
IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:

The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order No. R2-2015-0049, issued by the San Francisco Bay Regional Water Quality Control Board.

- ❑ Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.
- ❑ Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property:
 1. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
 2. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
 3. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
 4. Biological controls (e.g., natural enemies or predators);
 5. Reduced-risk chemical controls (e.g., soaps or oils);
 6. Other chemical controls.
- ❑ Prior to applying chemical controls the contractor shall complete a checklist (attached) for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that require regular application of chemical controls the contractor shall submit one checklist prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. Additionally, the contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.
- ❑ Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment¹:
 1. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA);
 2. Organophosphate insecticides (e.g., those containing Diazinon, chlorpyrifos or malathion);
 3. Pyrethroids (**metofluthrin**, bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin),
 4. Carbamates (e.g., carbaryl and **aldicarb**);
 5. Fipronil and its degradates;
 6. **Indoxacarb**;
 7. **Diamides (chlorantraniliprole and cyantraniliprole)**;
 8. **Diuron**;
 9. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.

- ❑ Contractor shall sign the Contractor Verification Form (attached) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.
- ❑ Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.
- ❑ Contractor shall include a brief description with their annual pesticide usage Report of IPM tactic or strategies implemented in the reporting year (i.e., non-chemical strategies such as monitoring, trapping, redesign of problematic landscapes, improving sanitation, etc.).
- ❑ Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

A copy of the City's IPM Policy may be obtained from the City's project manager and is also on file with the City Clerk.

Revised: July 10, 2017

ⁱ The pesticides listed above in bold font reflect recent additions to the urban-use pesticides of concern listed in Municipal Regional Stormwater NPDES Permit, Order No. R2-2015-0049, issued by the San Francisco Bay Regional Water Quality Control Board.

EXHIBIT B. SCOPE OF SERVICES

PEST CONTROL

SCOPE OF SERVICES

Service Provider shall implement and provide the following Scope of Services within the boundaries of each facility/site.

Service Provider shall provide labor, materials, services, skills, supervision, and necessary tools and equipment to insure that City facilities, outbuildings, and grounds will be free of pests (see sites table on pages 12 and 13). Service Provider shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. Service Provider hereby warrants that all services shall be performed in a timely and first-class workmanlike manner. Service Provider shall keep the facility/property free and clear at all times of excess materials, debris and equipment.

Safety and Health:

All work shall comply; with applicable state, county and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

Integrated Pest Management (IPM):

IPM methods should be used to the extent possible to remove and exterminate rodents, insects, and other pests.

The Service Provider shall furnish all supervision, labor materials and equipment necessary to accomplish the monitoring and assessment, trapping, and other non-chemical methods, pest proofing, pesticide application, and pest removal components of the IPM program. The success of an IPM program relies on both verbal and written communication between the Service Provider and the City of Alameda staff on various topics as needed.

Pests included:

Insects and other Arthropods:

- Ants
- Cockroaches
- Fleas
- Flies
- Midges
- Silverfish
- Spiders
- Yellow jackets and other wasps and bees, and
- Any arthropod pest not specifically excluded from the contract.

Pests excluded:

- Termites and other wood destroying organisms.
- Mosquitos (mosquito abatement)
- Pests that primarily feed on outdoor vegetation unless they are invading a structure.
- Bats, snakes and all other vertebrates not listed above.
- Pests restricted to potted plants. The Service Provider shall notify the City of Alameda when the source of a pest problem originates in a potted plant.

Coverage Requirements:

Service Provider will visit each property to inspect, maintain, and/or service the interior and exterior of the associated facility and surrounding outbuildings and landscaped area for Pest Control Service to include but not be limited to the following:

- Ten foot perimeter around facility and any outbuilding on property
- Loading Docks
- Common Areas, entrance ways, hallways and stairways
- Lunchrooms, Kitchens, Kitchenettes
- Restrooms
- Maintenance Areas
- Dormitory Areas
- Trash Collection Areas
- Basement and Storage Areas
- Mechanical Rooms & Utility Areas
- Elevator Rooms and associated elevator pits
- Accessible structural voids
- Garage & Parking Areas

Any ant trails shall be followed to the source and exterminated. Service Provider shall provide ant bait stations for interior/exterior ant infestation.

Service Provider will visit each property (six times per year each, half on the odd months and the other half on the even months, with the exception of the Main Library which will be serviced every month) to inspect, maintain, and/or service the interior and exterior of the associated facility for Pest Control.

Perform treatments after normal business hours, Monday through Friday. Some baiting and mechanical traps may be set during normal business hours with approval of the Public Works Supervisor.

General Scheduling:

First month of contract:

A thorough inspection of each facility shall be conducted to locate any infestation. Intensive treatment should follow to assure a 7-day resolution to eliminate all existing infestations.

Monthly:

Follow-up inspections and treatment, as needed, shall be accomplished at each facility. Kitchens and food service areas should be visited a minimum of twice a month.

Additional Treatments:

Additional treatments may be required. The Service Provider shall provide one re-treatment per month per location, at no additional cost, at the request of Public Works Supervisor, scheduled through the Public Works Supervisor.

Schedules Provided To The City:

An annual schedule of treatments by location shall be provided to the Public Works Supervisor prior to the commencement of any services.

Working Hours and Holidays:

Services shall be performed during normal working days and hours, which are defined as Monday through Friday, 7:00 a.m. to 5:00 p.m. (except scheduled holidays). If a scheduled holiday falls on a Saturday, the previous Friday should be a scheduled service day and if holiday falls on a Sunday, the following Monday should be a scheduled service day:

- New Year's Day
- Dr. Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

The following City events are planned:

<u>Event</u>	<u>Date</u>
Farmer's Market	Tuesday & Saturday (year-round) 9 a.m. - 1 pm
Spring Festival (Park Street)	May
Neptune Jam (Webster Street)	June
July 4 th Parade	July 4
Art and Wine Faire (Park Street)	July
Classic Car Show (Park Street)	October
Trick or Treat at Webster Street	October 31
Santa on Webster Street	TBD

Additional Inspections:

Additional inspections shall be made upon request to maintain quality standards. Service Provider must respond to complaints within 24 hours and resolve outstanding complaints within 7 days, at no additional cost.

Record Keeping:

Record keeping shall be maintained by the Service Provider in an on-site log book, which will be completed at the end of each service and will contain the following information:

- Applicators name and company
- Application site
- Purpose of application
- Name of pesticide/insecticide used
- Date and time of application
- Location of application
- Target pests
- Any precautions due to application

Use of Chemicals (See City IPM Policy, Attachment 1 to Service Provider Agreement.):

- A. All on-site pest control personnel should be trained, qualified and certified applicators.
- B. The Service Provider, prior to commencing work, shall provide the Public Works Supervisor proof of its business Pest Control License and of the Pesticide Applicant Certificates in General Household Pest Control for every Service Provider Employee who will be performing on-site services under the

Contract. Any applicable licenses and certifications must remain current throughout the life of the Contract.

- C. Pesticide application should be according to need rather than by schedule. Pesticides should be used only if adequate control cannot be achieved with non-chemical methods.
- D. Pesticide use shall consist of the least hazardous material, most precise application technique, and minimum quantity of material necessary to achieve control.
- E. The Service Provider shall provide labels and material safety data sheets (MSDS) for every pesticide used on the premise. Copies will be maintained in the on-site logbook. All such pesticides must be approved by Facility Management.
- F. Pesticides shall not be stored on site.
- G. Pesticides shall never be applied when facility HVAC systems are off.
- H. Pesticides applied to the air should never be used for routine treatment inside facilities. Pesticides should be applied only as containerized or crack and crevice treatments in which the applied treatment is never visible.
- I. Insecticides should be applied only as baits formulated as solids, pastes, or gels. Spray or dust formulations should be selected only as a last resort or when solids, pastes, or gels are not practical.
- J. Insecticides approved for normal use should be limited to nonvolatile bait formulations that are either applied to cracks and crevices or concealed inside protective containers.
- K. Bait formulations, traps, vacuuming, sanitation, and exclusion techniques should be emphasized for insect control inside facilities.

Upon award of contract:

The Service Provider shall coordinate with the City of Alameda to gain access to all necessary areas in order to conduct the inspection of the structures covered under the contract and to become informed of any sensitive areas requiring special safety precautions or other restrictions in order to service each facility. These precautions or restrictions shall be adhered to and incorporated into the Service Providers detailed plan and schedule for the building.

Subject to the ultimate review by the Public Works Supervisor, the Service Provider shall review and revise the Integrated Pest Management Plan as needed within forty-five (45) working days after notification of award. The following specific points shall be addressed in the Pest Management Plan:

- **Management Objectives of the Plan:** Establish a communication and accountability system between the Service Provider and the City of Alameda and clarify expectations of pest treatment thresholds, monitoring and service frequency, timing and other issues;

- **Design and Operations of Monitoring Program:** Describe how traps and/or other devices will be used to locate and identify key pests, and assess their location and populations levels, and evaluate the effectiveness of tools and methods used in the IPM program;
- **Record Keeping System:** Describe data to be collected and provide a sample monitoring form designed to track relevant data on pest location, population, harborage, trends in pest reduction, etc.
- **Desirable Structural or Operational Changes:** Identify pest-proofing activities or modification of staff operational methods or timing which would substantially facilitate the pest management effort;
- **Description of IPM Methods and Products:** Describe the non-chemical IPM methods (and chemicals if needed) that are proposed for use to solve the various pest problems occurring. Pesticides proposed for use by the plan must be selected from those listed on the “Our Water, Our World” Less-toxic Products List. Eligible pesticides must be designated in the Plan by the Environmental Protection Agency (EPA) accepted common name (generic name) and by Brand name, the area where they are proposed for use, and the rationale for each type of use;
- **Evaluation System:** Description of the process to be used to evaluate the efficacy of various methods and products used in the IPM program, and to make adjustments when needed to improve success.
- **Pesticide applicators license(s):** Copies of the Commercial Pesticide Applicators license for every representative who will be performing on-site under this contract. At the minimum, the Service Provider shall submit licenses of two individuals, one acting as supervisor and the other acting as an alternate.
 - Service Provider’s Branch 2 (General Pest) license issued by the State of California Structural Pest Control Board
 - Service Provider’s valid business license
 - A statement from the Structural Pest Control Board certifying that any and all violations documented in the last five years have been addressed to the satisfaction of State Regulators Proof Service Provider has worked in the professional pest control business handling industrial, commercial, and institutional accounts for at least three years immediately preceding the submission of the RFQ A list of at least three references (including names and telephone numbers for work comparable to that discussed in these specifications, which has been completed during the last three years or is currently in progress (all work references shall specifically reflect IPM methods)

City of Alameda Employee and Consultant Training:

The Service Provider shall conduct and/or assist with training on various IPM topics for City of Alameda employees as needed. Topics may include pest prevention, monitoring, record keeping, trapping, trap-count assessment, safety, risk evaluation of products, and pest biology and recognition. The Service Provider shall confer with the Public Works Supervisor to establish the training schedule and content. The City of Alameda has discretion over how often and with whom training takes place. The Public Works

Supervisor must approve the content and frequency of any training and maximum fees shall be established before any formal training commences.

Quality Control Program:

Within thirty (30) working days after notification of award, the Service Provider shall review and revise as necessary the Quality Control Program Plan.

- An inspection system covering all the services stated in this contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The checklist shall include every area of operation serviced by the Service Provider as well as every task to be performed.
- A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or before the City of Alameda points out the deficiencies.
- A file of all inspections conducted by the Service Provider and the corrective actions taken. Copies of this documentation shall be given to the City of Alameda at the time of inspection.

Inspection Monitoring:

Inspection refers to one-time visits to a site to assess active or potential pest problems. Monitoring refers to repeated inspections of a site to detect pest presence, assess pest population levels correlated with damage or annoyance (action levels), identify conditions supporting pests, and evaluate effectiveness of treatments.

A monitoring program will be implemented after an inspection indicates a need to identify infested zones and allow an objective assessment of pest population levels. In cooperation with the City of Alameda's Public Works Supervisor, the Service Provider shall use monitoring data and occupant feedback to establish site-specific treatment action levels for each pest. Treatments will be applied only when the action level is reached. Monitoring will continue on an as-needed basis throughout the duration of this contract.

Monitoring data forms will be used to record the number of pests or other indications of pest population levels revealed by the Service Provider's monitoring program for each building (i.e. the number and location of ants sighted; number and location of rodents snap-trapped or carcasses removed). A sample monitoring form for ants must be provided when submitting qualifications.

Monthly Meetings:

The applicator will meet at a minimum of once per month with the City Agent to discuss management practices and contract implementation measures. The applicator will present the applications and concerns during the past months program.

Definition of the Establishment of Pest Treatment Action Level:

In IPM programs, tolerance levels for pest presence are established for specific sites and pest problems. This approach provides a realistic and cost effective level of effort for pest control services.

Action levels are site specific because tolerance for pest presence varies in different sites and situations. For example, a sighting of one mouse in an office building may trigger immediate treatment, while the sighting of one mouse in a warehouse may be considered tolerable; however, sightings of three mice in one week may trigger treatment action.

Monitoring is also used to evaluate the effectiveness of pest control treatments. For example, if trap counts indicate that roach numbers remain at or below the tolerance level, treatments are effective. If roach numbers rise, treatments are not effective and modifications in treatment approach need to be made (e.g. improved sanitation, applying boric acid in wall voids, etc.).

Non-Pesticide Products and Use:

The Service Provider shall use non-pesticide methods of control whenever possible. For example:

- Caulking will be used to eliminate cracks and crevices where roaches hide;
- Portable vacuums rather than pesticide sprays shall be used for initial cleanouts of roach infestations, ants and for control of spiders in webs;
- Sticky traps shall be used to guide and evaluate indoor pest control efforts whenever necessary.

Pesticide Products and Use:

The Service Provider shall be responsible for the safe use of pesticides. Transport, handling and use of all pesticides shall be in strict accordance with the manufactures label instructions and all applicable federal, state, and local laws and regulations. The non-target environment and the public shall be protected from pesticide exposure at all times. Products containing the following active ingredients may not be used for pest control:

Organophosphates (i.e., diazinon, chlorpyrifos, or malathion); Pyrethroids (i.e., bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin or tralomethrin); Carbamates (i.e., carbaryl); Fipronil Copper-based pesticides unless:

- Their use is judicious,
- Other approaches and techniques have been considered, and;
- Threat of impact to water-quality is prevented.

Additionally, to minimize pesticide-related water pollution, no outdoor applications of pesticides of any kind will be applied on impervious surfaces when a 40% or greater chance of rain is forecast within three days unless pesticides are containerized baits that will not contribute to runoff pollution.

Pesticide applications shall be according to need and not by schedule. As a general rule, application of pesticides in any area inside or outside the premises shall not occur unless monitoring indicates the presence of pests in that specific area. An actual specimen of an insect pest or active signs of it must be seen by the Service Provider before pesticides are applied.

When it is determined that a pesticide must be used in order to obtain adequate control, the Service Provider shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control. Attributes of least hazardous pesticides include low acute and chronic toxicity and low volatility and mobility. Examples of pesticides meeting these criteria include: boric acid, diatomaceous earth, hydramethylnon, insecticidal soap, and natural pyrethrins without piperonyl butoxide (PBO).

When pesticides must be used to manage ants, cockroaches and other insects, bait formulations in tamper resistant packaging shall be used whenever possible. When bait formulations are not effective, the Service Provider shall, as a general rule, apply all insecticides as crack and crevice treatments, defined in this contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process. After all crack and crevice treatments, the Service Provider will seal cracks and crevices with caulk or other products approved by the City of Alameda. This will be considered part of routine pest management.

The Service Provider shall obtain the approval of the City of Alameda prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment. The Service Provider shall take all necessary precautions to ensure the City of Alameda employee's safety and to ensure containment of the pesticide to the site of application. The Service Provider shall follow procedures of notification of pesticide application as detailed on page 6 under the heading of Posting of Warning Notices Prior to Pesticide Application.

Preventative pesticide treatments inside and outside areas where monitoring indicates a potential insect or rodent infestation generally are not acceptable. In exceptional circumstances, preventative pesticide treatments may be allowed on a case-by-case basis. The Service Provider must substantiate the need indicating areas for preventative treatment in the Pest Management Plan for the building, and listing the preventative treatment methods of application. Each preventative treatment is subject to the approval of the City of Alameda and permission can be withdrawn at any time.

Posting of Warning Notices Prior to Pesticide Application:

If it is agreed that a pesticide must be applied, the Service Provider shall provide the City of Alameda with the following:

- The name of the pesticide (both chemical and brand name);
- Sufficient copies of warning notices (Notice of Scheduled Chemical Application for Pest Management) and MSDS for placement at all entrances to the building. The warning notice must be completely filled out, including time and date of application which can be no less than 48 hours in advance of posting of notices, and with a fully legible re-entry time.

Structural Modifications and Operational Changes:

The Service Provider shall recommend and describe site-specific solutions to pest management issues, including structural and operational changes, for observed sources of pest food, water, harborage, and pest access at the time of inspection. The Service Provider is required to carry out minor structural pest prevention modifications or services such as caulking, as part of the pest management effort or as deemed necessary by the City of Alameda. More extensive structural modifications are not the responsibility of the Service Provider. Examples include caulking extensive networks of cracks or replacing door thresholds. The Service Provider shall be responsible for notifying the City of Alameda in writing about any extensive structural, sanitary, or procedural modifications deemed necessary to eliminate pest food, water, harborage, or access.

Record Keeping:

The Service Provider shall be responsible for maintaining a Pest Control Logbook or File for each building or site specified in this contract. These records shall be kept in a place designated by the City of Alameda and maintained on each visit by the Service Provider. The Service Provider shall maintain a duplicate logbook at his/her office. Each logbook or file shall contain at least the following:

A copy of the Integrated Pest Management Plan and service schedule for the property;

- A list of all pesticides used including product name(s), manufacturer(s), active ingredient(s), quantities applied and target pest(s).
- MSDS for each pesticide product used at that site.
- Copies of monitoring data, maintained on a form provided by the Service Provider. Data shall include at a minimum: date, identity and location of pest sightings, relative number of pests, treatment actions (if any), and results of treatments.
- Work order forms used to advise the City of Alameda of structural service recommendations.
- The Service Provider's service report forms, documenting arrival and departure time of the Service Provider's service representative performing the service, and all record keeping information on pesticide application required by statute. These report forms may incorporate some or all of the pest surveillance data required above. The service report form shall be signed off by the City of Alameda's Public Works Supervisor and a copy placed in the logbook at the conclusion of each service visit. A sample service report form shall be included with the submittal of qualifications.
- Any other pertinent information.

Service Provider Conduct and Schedule:

The Service Provider shall notify the City of Alameda's Public Works Supervisor at least 48 hours in advance of initiating routine service or inspections. It shall be the Service Provider's responsibility to carry out work according to the detailed Pest Management Plan and schedule developed for each property.

The Service Provider shall be responsible for coordination with the City of Alameda's Public Works Supervisor at the beginning of each visit. The purpose of the visit is to review the plan and schedule and to receive information on problem areas needing corrective action.

The Service Provider shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for people entering the building. The City of Alameda's Public Works Supervisor will explain any restrictions associated with these special areas. The Service Provider shall adhere to these restrictions and incorporate them into the Pest Management Plan for the specific building or site.

Emergency Calls:

On occasion the City of Alameda may request the Service Provider perform corrective, emergency service that is outside the scope of routine service activities. Emergency service will be requested verbally or in writing by the Public Works Supervisor when the health and safety of the public or employees may imminently be threatened by any pest. The Service Provider shall respond to these exceptional circumstances and initiate the necessary work within one (1) working day after receipt of the request. In the event that such service cannot be completed within one (1) working day, the Service Provider shall immediately notify the City of Alameda and indicate an anticipated completion time. If the stated anticipated completion time cannot meet the emergency needs of the City of Alameda, the City of Alameda may contract on a temporary basis with another pest management company to complete the emergency service.

Program Evaluation:

The City of Alameda reserves the right to evaluate the progress of this contract in terms of effectiveness and safety and to require such changes as are necessary. The Service Provider shall take prompt action to correct identified deficiencies.

Personnel Qualifications and Experience:

The Service Provider shall provide only qualified pest management personnel with experience in the conduct of IPM programs. Preference is given to EcoWise certified practitioners, but certification is not required as long as all on-site personnel understand current IPM practices and are experienced in implementing IPM techniques. The Service Provider must meet the following specific staff requirements:

- **On Site Supervisor:** An on-site supervisor and alternate, each with a minimum of two (2) years recent, full-time paid employment in the pest control profession must be identified. The Supervisor holds the Service Provider's authority to act on matters pertaining to the performance of services required under the contract. This individual shall insure safety and carry out coordination and continuity of program routine. The supervisor and alternate shall both have a working knowledge of this contract and the detailed Pest Management Plan and schedule for each building. The supervisor and alternate must both meet the qualifications identified below under "Pest Management Technicians".

- **Pest Management Technicians:** Through the life of the contract all personnel providing on-site pest management services must be certified in the appropriate categories as commercial pesticide applicators in the category of structural pest control. No uncertified personnel will be permitted to work on-site. In addition, pest management technicians assigned to City of Alameda facilities by the Service Provider must possess a working knowledge of the biology and behavior of problem pests and methods for reducing or eliminating food, water and harborage of same: experience using non-chemical pest control methods: proper and safe use of least toxic pesticides and of non-volatile formulations, including baits, gels, and dusts/powders. It is desirable, but not mandatory, that the Service Provider's technicians have at least two (2) years recent full-time paid experience in professional pest control, with experience in facilities similar to those maintained and operated by the City of Alameda.
- **General Personnel Requirements:** The Service Provider shall provide the names of all pest management personnel assigned to this contract, and pertinent information regarding their qualification, experience and training. Any employee found to be unqualified for the position to which he/she is assigned will be removed by the Service Provider and replaced immediately with a qualified employee at no additional cost to the City of Alameda.

Uniforms and Equipment:

All personnel, while working in or on City of Alameda owned or leased property, shall wear distinctive uniform clothing. The uniform shall have the Service Provider's company name easily identifiable, affixed thereon in a permanent or semi-permanent manner. Additional personal protective equipment required for the safe performance of work must be determined and provided by the Service Provider.

Protective clothing, equipment, and devices shall at a minimum conform to the standards of the California Department of Pesticide Regulation, the pesticide label, and the Occupational Safety and Health Administration. Vehicles used by the Service Provider must be clearly marked and identified in accordance with state and local requirements.

Staff Training:

IPM is a rapidly developing field and continuing education and training is needed to insure pest management personnel remain current in IPM technology, changing laws and regulations, and new products. The Service Provider shall describe his/her in-house IPM training program for technicians and other relevant personnel. If appropriate, list other IPM relevant sources of training or hands-on IPM experience offered to company personnel within the prior two years. The Service Provider shall also describe the company's Health and Safety program for employees and site occupants.

New Work Notification:

The Service Provider shall email the Public Works Supervisor one day before any new work is slated within the agreement. After hours or hours worked during the agent's absence will follow the same format.

CITY OF ALAMEDA BUILDINGS/SITES

Description	Area in Sq. Ft.	Address
Fire Station #1	12,742	1300 Park Street
Fire Station #2/Garage/Shed	6,494	635 Pacific Avenue
EOC/Fire Station #3	9,301	1709 Grand Street
Fire Station #4	11,234	2595 Mecartney Road
City Hall/Garage/Dumpster Area	37,499	2263 Santa Clara Avenue
Alameda Police Department	35,184	1555 Oak Street
Main Library	47,500	1550 Oak Street
West End Branch Library	3,400	788 Santa Clara Avenue
Bay Farm Island Branch Library	2,700	3221 Mecartney Road
Alameda Recreation & Park Building	6,286	2226 Santa Clara Avenue
Bayport Rec Center/Bathrooms	2,100	301 Jack London
Franklin Park Rec Center/Bathrooms	1,650	1432 San Antonio Avenue
Godfrey Park Rec Center/Bathrooms/Shed	1,800	281 Beach Road
Jean Sweeney Park Center/Bathrooms	295	1925 Sherman
Krusi Park Rec Center/Bathrooms/Shed	2,676	900 Block of High Street
Leydecker Park Rec Center	3,000	3225 Mecartney Road
*LittleJohn Park Rec Center <i>(Currently Under Fire Related Re-Construction, No Services Needed Until Written Notice Given)</i>	1,370	1401 Pacific Avenue
Lincoln Park Rec Center/Bathrooms/Bocce/Lodge	6,875	1450 High Street
Longfellow Park Recreation Center	1,370	520 Lincoln Avenue
McKinley Park Recreation Center	2,800	2175 Buena Vista Avenue
Tillman Park Rec Center	1,000	220 Aughinbaugh Way
Washington Park Center	1,794	740 Central Avenue

Woodstock Park Recreation Center	1,777	351 Cypress Street
Mastick Senior Center	26,000	1155 Santa Clara Avenue
Veterans Memorial Building	39,051	2205 Central Avenue
Main Street Ferry Terminal		2990 Main Street
Maintenance Service Center/Yard/Carwash	34,367	1616 Fortmann Way
Fleet Garage	8,743	2040 Grand Street
Civic Center Parking Garage	60,000	1416 Oak Street
Building 1, City Hall West	47,945	950 West Mall Square
Fire Station #5/Building 6	39,124	950 West Ranger Avenue
Building 2, Wing 2		1025 West Midway Avenue
Building 60, Officers Club	28,538	641 West Redline Avenue
Building 76, Swimming Pool	20,200	1111 West Redline Avenue
Building 134, Gymnasium	36,600	1101 West Redline Avenue
Building 397, Storage		1690 Orion Street
*Alameda Point Bathroom <i>(Currently Under Fire Related Re-Construction, No Services Needed Until Written Notice Given)</i>	600	1101 West Redline Avenue

***Little John Recreation Center and the Alameda Point Modular Bathrooms are not active facilities at this time.** For these two locations, please bid for the time when facilities will be in service.

EXHIBIT C. Project Pricing

**Exhibit C. Project Pricing
Pest Control at City of Alameda Facilities**

The person signing this Project Pricing must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

Business Name _____

Business Address _____

Zip Code _____

Name of Person Signing on Behalf of Firm _____

Title of Person Signing on Behalf of Business: _____

Signature of Person on Behalf of Firm _____

Dated: _____

Phone _____

List any Sub-Service Providers to be used in the performance of this contract:

Name	Address	Work to be Performed

Unit prices are to include and cover the furnishing of all labor, materials, equipment, incidentals, and any other overhead necessary to perform the work described in the Scope of Services in a manner specified in the Project Specifications. Proposal prices are also to include any required reporting to the City of work performed.

Facility	Address	Bid for Monthly Service (Odd)
Main Library	1550 Oak Street	\$
Building 134, Gym	1101 W. Redline	\$
Building 60, Officer's Club	641 W. Redline	\$
Building 397, APD Storage	1851 Monarch	\$
Building 76, Swim Pool	1111 W. Redline	\$
Building 2, Wing 2	1025 W. Midway	\$
City Hall West	950 W. Mall Square	\$
Godfrey Park Rec Center	281 Beach Road	\$
Krusi Park Rec Center	High Street	\$
Lydecker Park Rec Center	3225 Mecartney	\$
Lincoln Park Rec Center	1450 High Street	\$
Mastick Senior Center	1155 Santa Clara	\$
Maintenance Service Center	1616 Fortmann	\$
ARPD	2226 Santa Clara	\$
Tillman Park Rec Center	220 Aughinbaugh	\$
Washington Park Rec Center	740 Central	\$
Woodstock Park Rec Center	351 Cypress	\$
BFI Library	3221 Mecartney	\$
West End Library	788 Santa Clara	\$
Longfellow Park Rec Center	520 Lincoln	\$
Facility	Address	Bid for Monthly Service (Odd)
Bayport Rec Center	301 Jack London	\$
City Hall	2263 Santa Clara	\$
Main Street Ferry Terminal	2900 Main Street	\$
Fire Station #1	2401 Encinal	\$
Fire Station #2	635 Pacific	\$
Fire Station #3/EOC	1809 Grand	\$
Fire Station #4	2595 Mecartney	\$
Fire Station #5	950 W. Ranger	\$
Franklin Rec Center	1432 San Antonio	\$
Jean Sweeney Rec Center	1925 Sherman	\$
LittleJohn Rec Center	1401 Pacific	\$
McKinley Rec Center	2165 Buena Vista	\$
Alameda Police Department	1555 Oak Street	\$
Veterans Hall	2203 Central	\$
Fleet Garage	2040 Grand	\$

Civic Center Parking Garage	1416 Oak Street	\$
AP Modular Restroom	1101 West Redline	\$
		Bid for Cost Per Incident
Termite Control	Per Incident	\$
Mammal Trapping	Per Incident	\$
Bee Control	Per Incident	\$

TOTAL COST FOR 12 MONTH PERIOD

\$ _____

Signature of Bidder

Company Name and Phone Number, Please Print Legibly