

Rancho Murieta Community Services District
REQUEST FOR PROPOSAL
PEST CONTROL SERVICES

Notice is hereby given that Rancho Murieta Community Services District (District) invites sealed bids for **Pest Control Services** at Rancho Murieta, Sacramento County, California. Sealed bids will be received until **11:45 a.m., October 24, 2018**.

Work consists of providing pest control services for the District as noted in the Scope of Work.

Each bid shall be made on the Bid Form provided in the Contract Documents and shall be sealed in an envelope with the bidder's name and the title **Pest Control Services** on the outside. The sealed envelope containing the bid must be delivered or mailed to the District and labeled as follows: **Rancho Murieta Community Services District, PEST CONTROL SERVICES, Attn: Paul Siebensohn, P. O. Box 1050, Rancho Murieta, California 95683**; phone (916) 354-3700; Fax (916) 354-2082.

The District reserves the right to reject any or all bids. Any bid not conforming to the intent and purpose of the Contract Documents may be rejected. At any time prior to bid opening, the Owner may issue addenda to the bid documents. The receipt of any addenda shall be noted on the bid and will become part of the Contract Documents.

The attention of Bidders is directed to the requirements and conditions of employment to be observed and the prevailing wage rates to be paid under the Contract. Prevailing wage determinations available at <http://www.dir.ca.gov/dlsr/pwd/index.htm>.



BY _____ DATE: 9/27/18
Paul Siebensohn, Director of Field Operations
Rancho Murieta Community Services District

1. BIDDING FORMS

BID

Proposal of _____
(hereinafter called Bidder), organized and existing under the laws of the State of _____,
doing business as _____.*

Bidder agrees to perform all the work described for the following Lump Sum or unit prices:

(See Bid Schedule & Statement of Experience on the following pages.)

CONTRACT BID SCHEDULE

PEST CONTROL SERVICES

The bidder shall submit a bid for all of the bid items. In case of an error in the extension of prices, the unit price shall govern. In case of an error in summation, the total of the corrected bid amounts shall govern.

The bid items as listed are meant to encompass all work items as called out in the contract specification. If an item is not specifically mentioned, it shall be assumed to be included in the most appropriate bid item. For definition of the bid items, see the Technical Specifications.

ITEM #	DESCRIPTION	Service Rate	Price
1	Facilities	Annual	\$
2	Dams & Levees	Annual	\$
a.	Additional service at Dams & Levees	Each	\$
		1 & 2 TOTAL	\$ _____

Bidder Signature

Title

Company

Address

City, State

Date

License Number

Attest _____

STATEMENT OF EXPERIENCE OF BIDDER

The Bidder shall state below what work of similar magnitude, character and comparable difficulty at similar rates of progress they have done, and give references that will enable the District to judge their experience, skill, and business standing and their ability to conduct the work as completely and as rapidly as required under the terms of the contract. The District will require that the Contractor have the necessary experience and ability to perform the work, and if, in the opinion of the District, any bidder does not have the requisite experience or ability, the bid of that bidder may be rejected as not responsive. The Contractor is also expected to utilize only personnel experienced with the equipment under the conditions described on this job. By signing below, the Contractor agrees to abide by this clause. Failure to comply shall be sufficient cause for termination of this contract by the District. Should this occur, the District shall withhold sufficient monies from the Contract to ensure completion of the job in a timely manner and to pay any liquidated damages due the District. By signing below, Contractor covenants, warrants and represents the following:

1. Contractor is knowledgeable and experienced in performing services comparable to the work required by District under the Contract.
2. The Work shall be performed in a manner consistent with the highest level of care and skill exercised by other contractors performing similar work.
3. Contractor is currently, and at all times during the performance of the Work, will be qualified to carry out and perform the Work by reason of the fact that Contractor and its personnel are in compliance and will continue to comply with (a) all federal, state and local licensing, registration, certification, training, environmental, and health and safety requirements governing the performance of the Work; and (b) all applicable laws, codes, ordinances, rules, regulations and requirements of federal, state, local or other authorities (collectively, "Government(al) Agencies") having jurisdiction over the Work.

Contractor understands that if Contractor is the successful bidder, the foregoing representations, warranties, and covenants are a material inducement in District's retention of Contractor to perform the Work.

LOCATION OF WORK

CONTACT PERSON

CONTACT PHONE

Respectfully submitted,

(Signature)

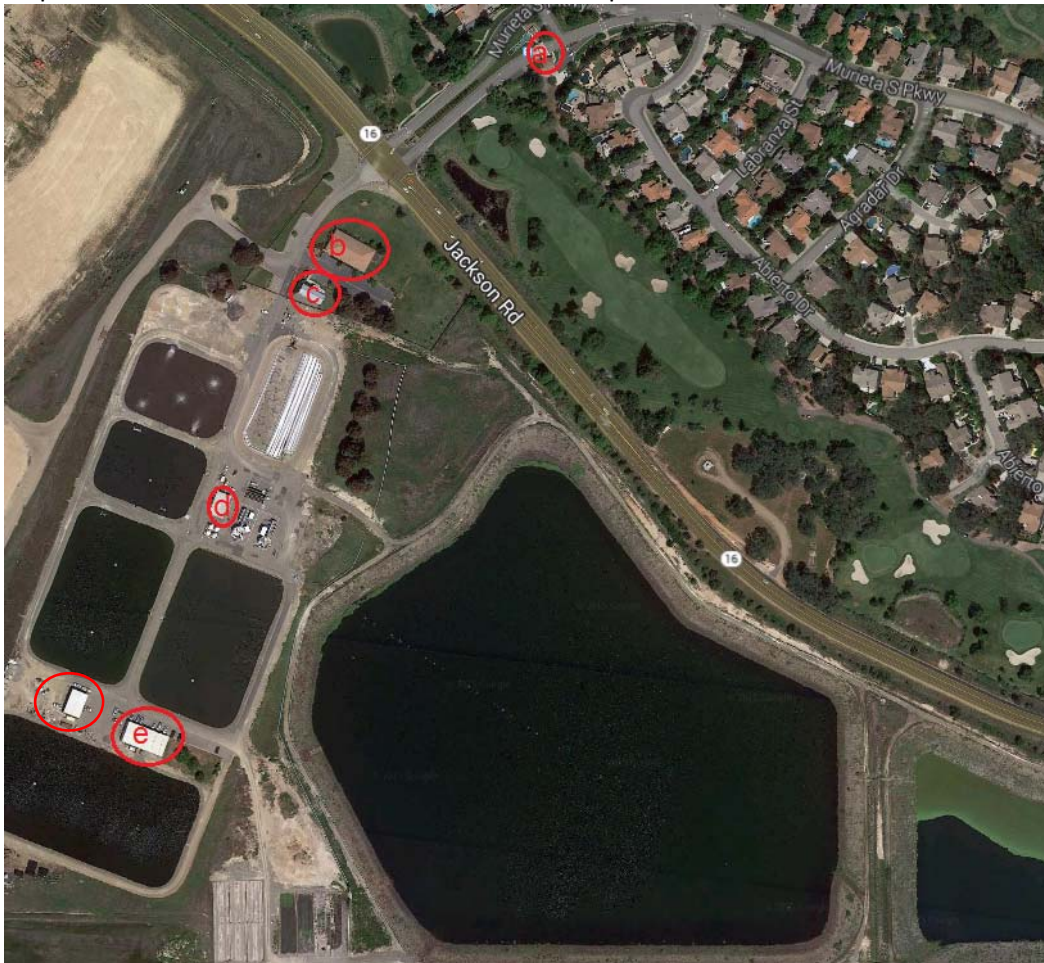
I. SCOPE OF WORK

Provide monthly pest control services using an Integrated Pest Management (IPM) approach at the District's facilities for control of spiders, rodents, and other pests. Its envisioned that a combination of spraying, traps, and other methods to control pests at the District's facilities.

A. Facilities Include:

1. South Gate Security
2. Administration Office (15160 Jackson Rd)
3. Safety Center
4. Wastewater Control building
5. Wastewater Warehouse
6. North Gate Security
7. Water Treatment Plant

Map of areas to be serviced are noted in the aerial photos below:





Services will include treatment for all pests including but not limited to spiders, ants, springtails, mice, voles, rats, cockroaches, etc.. Service includes removing spider webs, clearing traps, and dead pests from structures. Should a service call not result in a satisfactory result within 7 days of treatment, contractor is expected to retreat/service area of concern at no additional charge.

B. Awarded Contractor will initiate a vole, gopher, and ground squirrel abatement program to control burrowing activity at the District's earthen dams and Levees. Efforts shall employ several tactics that may include 37 bait stations and ongoing monthly treatment services. Contractor shall obtain a PCA recommendation of the proper product to use at the bait stations. Bait stations are located near potable reservoirs on the downstream side of their dams. Copy of PCA recommendation shall be given to District for their records.

1. Calero Dam will have 10 stations
2. Calero Dam East will have 5 stations
3. Chesbro Dam A will have 5 stations
4. Chesbro Dam B will have 2 stations
5. Chesbro Dam C will have 2 stations
6. Clementia Dam will have 8 stations
7. The levee will have 5 stations

*see attachment 1 for map of dam and levee sites

Frequency of Service at all Sites

At sites listed under A.

Scheduled services for the facilities will be rendered on a monthly basis at a time which is mutually agreed upon, for a period of 72 months. Utilizing IPM practices, no applications should occur during any forecasted rain event greater than 50% chance or within five (5) days of forecasted event. Should services be postponed due to rain events, the service shall be “banked” and utilized within the year at a later date. (for example, if there was rain throughout the entire month of January, January’s service could be utilized twice within the month of June, separated by a minimum of 14 days from the previous service)

At sites listed under B.

Scheduled services for the dams/levee will be rendered on a monthly basis May through October, and the for the month of January and March, at a time which is mutually agreed upon, for a period of 72 months. Utilizing IPM practices, no applications should occur during any forecasted rain event greater than 50% chance or within 5 days of forecasted event. Should services be postponed due to rain events, the service shall be “banked” and utilized within the year at a later date. (for example, if there was rain throughout the entire month of January, January’s service could be performed in February)

SERVICE VERIFICATION AND DOCUMENTATION

Service Invoice:

A service invoice will be provided at the end of each service. This invoice will provide information on the chemicals used and their amounts applied during the call. Any activity will be noted on the service invoice and check-back visits will be scheduled if necessary to control rodent activity.

ADDITIONAL SERVICE REQUESTS

In the event additional services are necessary between our regularly scheduled visits for pest included in Scope of work A, such service will be rendered without additional charge. The only exception would be for increased bait at the Dams & Levees, at which point a rate of cost for the increased applications would be provided and need approval by the District before proceeding.

Contractor must follow most current Integrated Pest Management Inspections & Reporting.

Awarded Contractor will be subject to District’s current payment and standard conditions, attached.

Submit to:

Rancho Murieta Community Services District
Attn: Paul Siebensohn
15160 Jackson Rd
Rancho Murieta, Ca. 95683

Direct any questions to:

Paul Siebensohn
psiebensohn@rmcsd.com
916-354-3700 Office
916-354-2082 Fax

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT
SERVICES AGREEMENT**

THIS AGREEMENT is entered into this _____, 2018, by and between Rancho Murieta Community Services District, a local government agency ("District"), and _____, a California corporation ("Consultant"), who agree as follows:

1. Scope of Work. Consultant shall perform the work and render the services described in the attached Exhibit A (the "Work"). Consultant shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Consultant shall determine the method, details and means of doing the Work.

2. Payment.

a. In exchange for the Work, District shall pay to Consultant a fee based on Consultant's actual time and expenses necessarily and actually expended on the Work in accordance with Consultant's fee schedule, attached as Exhibit A. The total fee for the Work shall not exceed \$15,000. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by District. Consultant's fee includes all of Consultant's costs and expenses related to the Work.

b. At the end of each month, Consultant shall submit to District an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

3. Term.

a. This Agreement shall take effect on the above date and continue in effect until completion of the Work, unless sooner terminated as provided below. Time is of the essence in this Agreement. Consultant shall perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

b. This Agreement may be terminated at any time by District upon 10 days advance written notice to Consultant. In the event of such termination, Consultant shall be fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this subsection shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Consultant's claimed benefit of the bargain.

4. Professional Ability of Consultant. Consultant represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Consultant's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant's field.

5. Conflict of Interest. Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Consultant is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Consultant will perform the Work independent of the control and

direction of the District or of any District official, other than normal contract monitoring, and Consultant possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

6. Consultant Records.

a. Consultant shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Consultant under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

b. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7. Ownership of Documents. All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Consultant under this Agreement and provided to District (“Work Product”) shall be the property of District, and District shall have the right to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Consultant or any other party. Consultant may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Consultant shall not provide any Work Product to any third party without District’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Consultant may copyright the same, except that, as to any Work Product that is copyrighted by Consultant, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Consultant harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, expiration or termination of this Agreement), Consultant agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet, AutoCAD file).

8. Compliance with Laws. Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Consultant shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all federal, state and local air pollution control laws and regulations applicable to the Consultant and its Work (as required by California Code of Regulations title 13, section 2022.1).

9. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel approved by District), protect, and hold harmless District, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of Consultant’s performance of the Work and caused by any negligent act or omission, willful misconduct or violation of law of or by Consultant or its employees, agents and subcontractors, except where caused by the sole negligence or willful misconduct of District or as otherwise provided or limited by law. Consultant’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10. Insurance.

a. Types & Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$1,000,000 per occurrence & \$2,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$1,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' compensation	statutory limits	
Employers' liability	\$1,000,000 per accident	

b. Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Consultant's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Consultant's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with admitted insurers with a current A.M. Best's rating of A-:VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Consultant agrees to waive subrogation that any insurer may acquire from Consultant by virtue of the payment of any loss relating to the Work. Consultant agrees to obtain any endorsement that may be necessary to implement this subrogation waiver.

c. Proof of Insurance. Upon request, Consultant shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

11. Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

12. Independent Contractor. Consultant's relationship to District is that of an independent contractor. All persons hired by Consultant and performing the Work shall be Consultant's employees or agents. Consultant and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Consultant shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Consultant's employees. Consultant shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Consultant's independent contractor status or employment-related liability.

13. Assignment. Consultant may not assign, delegate, transfer or subcontract any of its rights, duties, obligations or other interests in this Agreement without District's prior written consent. Any assignment, delegation, transfer or subcontract in violation of this provision is null and void.

14. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to

Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

15. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

16. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

17. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

District: General Manager Rancho Murieta Community Services District P.O. Box 1050 15160 Jackson Road Rancho Murieta, CA 95683	Consultant:
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Any party may change its address by notifying the other party of the change in the manner provided above.

RANCHO MURIETA COMMUNITY
SERVICES DISTRICT

By: _____
General Manager

By: _____

_____ [name]
_____ [title]