

# PUBLIC WORKS DEPARTMENT

## REQUEST FOR BIDS #PWD 24-408

# PEST CONTROL MAINTENANCE SERVICES

Bid Due Date:

Friday, May 17, 2024

by 2:00 pm

City Clerk's Office 123 Main Street Pleasanton, CA 94566

pleasantoncityclerk@cityofpleasantonca.gov

BID MAY BE DISQUALIFIED IF BID PACKAGE DOES NOT INCLUDE ALL REQUESTED DOCUMENTS AND DOES NOT ADHERE TO ALL OF GUIDELINES IN THIS DOCUMENT

# APPROVED

Sicw-(Lin Ucong Sicw-Chin Ucong Director of Public Works

### I. INTRODUCTION

The City of Pleasanton is seeking bids from licensed contractors specializing in Pest Control Maintenance Service to ensure pest-free environments in 37 public buildings and structures. This introduction outlines the scope of work and expectations for the selected contractor, emphasizing compliance, effective communication, and commitment to maintaining a clean and hygienic environment. Qualified contractors are invited to submit bids that demonstrate expertise, safety, and alignment with the City's standards. As a vibrant community with a commitment to cleanliness and safety, Pleasanton seeks to establish a comprehensive and proactive approach to pest management.

### **III. SUBMITTAL PROCESS**

Bid Proposals will be received by the City of Pleasanton City Clerk's office:

- In-person, Civic Center, at 123 Main Street, Pleasanton, CA 94566
- By mail to City of Pleasanton, P.O. Box 520, Pleasanton, CA 94566
- By Express Courier only, send to City Clerk's Office 123 Main Street
- By email to: <u>pleasantoncityclerk@cityofpleasantonca.gov</u>

Deadline: Friday, May 17, 2024

Please reference the Title and Project Number for all Submittals

#### "Pest Control Services" Project No. PWD 24-408

Qualifications and Bid proposals shall include completed Bid Response Package with the following: Contractor Information, Work Experience, Scope of Services with Rate Sheet, and any Additional Information deemed relevant by the Contractor.

It is the bidder's responsibility to ensure that it is received by the City Clerk prior to the bid due date and time. It is strongly encouraged to allow for several additional days for mail processing. Late submissions may not be accepted and will be returned unopened.

RFB Advertised	Monday May 6, 2024
Written Questions Due:	Friday May 10, 2024
Bids Due:	Friday May 17, 2024
Bids Review Period	May 20 – May 23, 2024
Presented to City Council	June 18, 2024

### **III. PROCUREMENT SCHEDULE**

Begin Services:	July 1, 2024
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Note: Council consent and start dates are approximate.

### **IV. SCOPE OF SERVICES** (see <u>Exhibit A</u> for further details)

Pleasanton, recognizing the paramount importance of pest control in ensuring the functionality and safety of its public facilities, seeks to engage a reliable Pest Control Service Contractor. The scope of services encompasses various critical aspects, which pertain to Routine Maintenance of the identified buildings (<u>See Attached II</u>), Response time to pest sightings, compliance and regulatory requirements which includes reporting.

### **V. AGREEMENT TERMS**

The term of this agreement (See Attached III) commences on July 1, 2024, and expires three years from that date. The parties may extend this Agreement, by Amendment, for additional two (2), one-year terms, not to exceed five years for the total Agreement. The rates shall remain firm during the first year of the Agreement. For the second or subsequent years of the Agreement, the cost of each one-year term may increase only by the change in the consumer price index for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve-month period ending in April each year as published by the Bureau of Labor Statistics, U.S. Department of Labor. It is the sole responsibility of the contractor to provide the City with their new calculated rate sheet(s).

Within ten days of being notified by the City, Contractor shall submit to the City:

- A signed copy of the City's standard Maintenance and Trade Services Agreement
- Certificates of Insurance, with Endorsement letter naming the City as additional insurer
- Evidence of a current business license to conduct business in the City of Pleasanton
- Completed W-9 Form for all new contractors

### **VI. SPECIAL PROVISIONS & ADDITIONAL INFORMATION**

#### **Insurance**

Contractor and Sub-contractors must provide and maintain in full force for the duration of the Agreement General Liability and Bodily Injury Insurance, Automobile Insurance, Worker's Compensation Insurance and Certificates of Insurance with a supporting endorsement letter according to Agreement (<u>Attachment III</u>).

#### **Location of Bids**

This RFB has been posted on the City's website and at the following locations: <u>https://www.cityofpleasantonca.gov/business/bids/</u> <u>https://www.bidnetdirect.com/california/cityofpleasantonca</u>

It shall be the Contractor responsibility to check the City's website to obtain any addenda that may be issued by City Staff. If an addendum is added, it must be submitted with the Bid

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Response Package, with signature acknowledgement of any changes. Failure to do so will be deemed as a non-responsive bid submittal.

#### **Self-Performance by Contractor**

Any Contractor being awarded this contract must have Self-Performance at a 30% minimum of the total scope of services, excluding Specialty Items if any per the Bid Schedule.

#### **Bids Received After Deadline**

Bids received after the time established for receiving bids will not be considered.

#### **Selection Process**

Staff will review all qualified bid submittals and will select the lowest responsive and responsible contractor based on the submittal criteria that is outlined in this package. Staff will notify selected vendor and recommend their bid proposal to City Council and once approved an Agreement will be executed by both parties.

#### **Rejection of Bids**

The City reserves the right to reject any or all bids and to determine which bid is, in the City's judgment, the lowest responsive and responsible bid of a Bidder or group of Bidders. The City also reserves the right to waive any inconsequential omissions or discrepancies in any bid and to delete certain items listed in the bid as set forth therein. Costs for developing, submitting, and presenting bids are the sole responsibility of the Bidder and claims for reimbursement will not be accepted by the City.

#### **Bid Withdrawal**

Certain mistakes permit bidders to withdraw their bids without forfeiting their bid bonds. Bidders claiming mistakes must specify in written detail how the errors occurred and must file their written statement with the Office of the City Clerk within five (5) working days of the bid opening. For bids opened at 2:00 p.m. on Thursdays, the deadline is 2:00 p.m. the following Thursday. Failure to meet the deadline may result in an otherwise valid claim for relief due to a mistake being denied. (ref. Public Contract Code §5100-5110). A bidder that has withdrawn its bid for mistake is prohibited from participating in further bidding on the project, including re-bids or a substantially similar project.

#### **Bid Protest**

Any bidder or other interested party desiring to protest any bid must file a written bid protest with the Office of the City Clerk within five (5) working days of the bid opening. For bids opened at 2:00 p.m. on Thursdays, the Bid Protest Deadline is 2:00 p.m. the following Thursday.

The written bid protest must comply with the following requirements:

- a. Only a bidder who has actually submitted a bid for the subject project is eligible to submit a protest against another bidder. Subcontractors are not eligible to submit protests. A bidder may not rely on the protest submitted by another bidder but must timely pursue its own protest.
- b. The protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion(s) of the Contract Documents

upon which the protest is based. The protest must contain the project number and project name. The protest must contain the name, address and telephone number of the person representing the protesting bidder.

- c. A copy of the protest and all supporting documents must also be transmitted by fax or email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- d. The protested bidder(s) may submit a written response to the protest, provided the response is received by the City before 5:00 p.m. within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner ("Response Deadline"). The response must include all supporting documentation and the name, address and telephone number of the person representing the protested bidder. Material submitted after the Response Deadline will not be considered.
- e. A copy of the protest response and all supporting documents must also be transmitted by fax or email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedures and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- g. In all cases, the first level of review of any protest shall be conducted by PWD Management Analyst which shall, within 48 hours of receiving a protest from the City Clerk's office, will acknowledge receipt of protest in writing to the protesting bidder. As appropriate, the City Clerk, the Project Manager, the Management Analyst, and/or the City Attorney will be consulted to resolve the protest.
- h. The City shall make their best effort to resolve the protest within twenty-five (25) working days after the protest is filed. A written determination of the protest will be issued to the protesting bidder by the PWD Management Analyst on behalf of the City.
- i. The City may not award the contract pending the City's determination of the protest unless the contract award is justified for urgent and compelling reasons or is determined to be in the best interest of the City. Such justification or determination shall be approved by the Director of the Public Works Department or the designee.

#### **Special Licenses and Certifications**

The contractor must possess all required licenses and certifications to perform pest control services in the state of California. This may include a Pest Control Operator (PCO) license issued by the California Department of Pesticide Regulation (DPR) and any additional certifications necessary for specific treatment methods or pest categories.

#### Minimum Wage Requirements

Contractor must meet all State of California minimum wage requirements for all work performed under this contract.

#### Labor Nondiscrimination

The awarded Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this contract.

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#### **Identification**

Contractor's crews shall be identified at all times either by a Company uniform, or by a safety vest worn outside other clothing with the Company name clearly displayed. Vehicles will have a Company sign clearly displayed.

#### **Conflict of Interest**

The City has established a policy concerning potential conflict of interest in maintenance services, program management, design and construction. This policy applies to all proposers and their proposed contractors/consultants/sub-consultants. See Standard Professional Services Contract for additional information.

#### **Travel Time**

The City will not pay travel time. Any Contractor desiring to cover these costs will need to incorporate them in the applicable hourly rates.

#### **Clarification Questions**

Questions should be directed only to the Management Analyst, Daniel Villasenor by email at <u>dvillasenor@cityofpleasantonca.gov</u>. If interpretation or change is deemed necessary to the original document, then the question(s) shall be addressed in writing and a Addendum shall be posted to the City's website. To allow time for issuance of addenda, questions shall only be accepted prior to seven (7) calendar days before the bid opening date.

### **ATTACHMENTS/EXHIBITS:**

#### ATTACHMENT I – BID RESPONSE PACKAGE

#### **EXHIBIT A – SCOPE OF SERVICES**

#### ATTACHMENT II – SERVICE LOCATIONS & SQUARE FOOTAGE

#### ATTACHMENT III – SAMPLE OF AGREEMENT

### ATTACHMENT I BID RESPONSE PACKAGE

#### **Required Documentation and Submittals**

All of the specific documentation listed below is **required** to be submitted with the Exhibit A - Bid Form as part of the Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation in the order listed below and clearly label each section with the appropriate title.

### Submitted bid MUST contain the following or may be subjected to disqualification:

- 1. **<u>CONTRACTOR INFORMATION</u>**: name, address, year established, principals of company and professional status as applicable.
- 2. **WORK EXPERIENCE:** 3 references for work or services that have been completed by your company in the last three years within the Bay Area or San Joaquin Valley.
- 3. **BID FORM:** Complete the tables with the dollar amount for each of the (3) years of service and fill out the additional trash and recyclable collection weekly and monthly amounts.
- 4. **PERSONNEL:** Bid responses shall include a complete list of all key personnel associated with the RFB. For each person on the list, the following information shall be included:
  - a. Name, including job title and years of employment with Bidder.
  - b. The role that the person will play in connection with the RFB.
  - c. Person's relevant experience, certifications, and/or merits
- 5. **SUPPLEMENTAL INFORMATION:** Any additional information deemed necessary by your company to assist the City in the selection process including any special project provisions or specifications that the contractor brings to the bid process and actual service work.

**IMPORTANT NOTICE**: If Bidder or other interested person is a corporation, provide legal name of corporation, state where incorporated, and names of the president and secretary thereof; if a partnership, give name of the company, also names of individuals co-partners composing company; if contractor or other interested person is an individual, give first and last names in full.

### CONTRACTOR INFORMATION (Required)

CONTRACTOR: (Company Name)		Year Est.:
BUSINESS ADDRESS:		
WEBSITE:		
LICENSE(S) #:		
SUBMITTED BY:	Name: Title:	
TELEPHONE:	Office: Cell:	
Email:	Email: Email:	

### Questionnaire (please circle):

- 1. Has the contractor license been suspended in the past? (If Yes, please explain) Yes No If, Yes
- 2. Do you have any contracts terminated by Owner in the past? (If Yes, please explain) Yes No If, Yes
- 3. Has the company been debarred or suspended by Owner in the past? (If yes, please explain) Yes No If, Yes

SIGNATURE:

PRINT NAME:

DATE:

TITLE:

I declare under penalty of perjury that I have the authority to execute this bid and that the foregoing is true and correct.

### WORK EXPERIENCE/REFERENCES (Required)

#### Years the Company has been in the Trade

Provide locations and contact information regarding three (3) projects or services that have been completed by your company in the last three (3) years within the Bay Area or San Joaquin Valley. Examples are to be of a similar type as type work you are bidding on and with a public agency.

Please provide a list of references of (3) on a separate sheet of paper if different than the ones listed below.

PROJECT I

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	
·	Project II
LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	
	Project III
LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
Type of work performed:	
CONTRACT AMOUNT:	

### BID FORM – EXHIBIT A (Required)

# Pest Control Maintenance Services Project No. PWD 24.408

Bidder to perform all the work described in the Contract Documents for the total bid amount entered. The Cost quoted below shall be for the 3-Year period and shall include all taxes and all other charges, including travel expenses, and is the cost the City will pay for the term of the contract.

**SCHEDULED MAINTENANCE:** Scheduled pest control maintenance for the city is a planned and executed program designed to manage and prevent pest infestations in public buildings and spaces. This program will include several crucial components:

- 1. **Routine Inspections**: Monthly inspections of all city-owned facilities, including offices, schools, libraries, and recreational centers. These inspections focus on identifying signs of pest activity, potential entry points, and conditions that may attract pests, such as water accumulation and improper waste management.
- 2. **Preventive Treatments**: Application of preventive treatments to deter pests. This includes spraying eco-friendly pesticides in identified risk areas, laying bait for rodents in strategic locations, and using insect growth regulators to prevent breeding. The contractor shall submit a full material data sheet with hazardous material warning and potential health hazard to the City and seek City approval for any pesticide use prior to actual application.
- 3. **Physical Barriers**: Installation and maintenance of physical barriers such as screens, door sweeps, and sealants to close off potential entry points and prevent pests from entering the buildings.
- 4. Sanitation Audits: Conducting regular sanitation audits to ensure that areas around city buildings are free of litter, standing water, and other attractants that might draw pests. This also involves advising city departments on best practices for waste disposal and storage.
- 5. **Documentation and Reporting**: Detailed documentation of all inspections, findings, and actions taken during each visit. This record-keeping is crucial for tracking pest activity over time, assessing the effectiveness of the current pest control strategies, and ensuring compliance with health and safety regulations.
- 6. **Feedback Mechanism**: Establishing a feedback mechanism that allows city employees and the public to report pest issues promptly. This helps in quickly addressing any new or escalating pest problems.

#	Facility/Location	Monthly Service Cost			Total Yearly Cost (monthly cost x 12)		
		Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
1.	Civic Center – CM office						
2.	Civic Center – IT Trailer						
3.	City Hall – Council Chambers						

		Monthly Service Cost			Total Yearly Cost (monthly cost x 12)		
	Facility/Location	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
4.	City Hall – HR Trailer						
5.	*Civic Center – Public Works Insp.						
6.	Pleasanton Police Department						
7.	Pleasanton Library						
8.	Alviso Adobe House						
9.	Alviso Adobe Bunkhouse						
10.	Alviso Adobe Milking Barn						
11.	Amador Recreation Center						
12.	BART PD/PLEASANTON PD						
13.	Dolores Bengtson Aquatic Center						
14.	Cultural Arts						
15.	Fire Station #1						
16.	*Fire Station #2						
17.	*Fire Station #3						
18.	Fire Station #4						
19.	Fire Station #5						
20.	*Firehouse Arts Center						
*21.	**Gingerbread Preschool						
22.	Museum on Main						
23.	Nature House						
24.	OSC – Administration						
25.	OSC – Support Services						
26.	OSC – Water						
27.	OSC – Sewer						
28.	OSC – Streets						
29.	OSC – Parks						
30.	*OSC – Fire Control Tower/Office						
31.	OSC – Pistol Range						
32.	OSC – Evidence Building						
33.	Pleasanton Downtown Association						
34.	Senior Center						
35.	*Sports Park Tower						
36.	Tennis Park						
37.	Veterans Memorial Building						
	TOTAL	COST Y	EAR 1 -	\$			
TOTAL COST YEAR 2 - \$							
	TOTAL COST YEAR 3 - \$						

Notes: \*These locations are identified as Two-Story Buildings, with square footage included for both floors.

\*\*Location #21 is a school site and chemical application must follow California State regulations.

#### ADDITIONAL SERVICES REQUESTED BY CITY STAFF – AS NEEDED FOR RESPONSE FOR PEST SIGHTINGS OR INFESTATIONS Contractor's Labor Rates (Hourly)

Position Description	<b>Regular Time</b>	Overtime	<b>Emergency Callout</b>
Operator/Applicator Rate	\$	\$	\$
Other:	\$	\$	\$

### **SCOPE OF SERVICES/WORK – EXHIBIT A**

#### **SCOPE OF SERVICES**

The City of Pleasanton is seeking a qualified pest control service provider to ensure pest-free environments in its public buildings and structures. This introduction outlines the scope of work and expectations for the selected contractor, emphasizing compliance, effective communication, and commitment to maintaining a clean and hygienic environment. Qualified contractors are invited to submit proposals that demonstrate expertise, safety, and alignment with the City's standards.

1. Scheduled Monthly Maintenance: Scheduled Monthly Maintenance: Implement a systematic routine maintenance program to visit all designated city buildings monthly, focusing on proactive pest management and infestation prevention. Each visit includes a thorough inspection of the premises to detect any signs of pest activity or vulnerabilities that could lead to infestations. The inspection will assess areas such as entry points, waste disposal sites, and water sources that could attract pests. Following the inspection, maintenance teams implement targeted spraying treatments using environmentally safe pesticides to areas at risk. Maintenance teams will also implement preventive measures, such as sealing gaps and repairing structures, to deter pests. Comprehensive records of inspections, findings, and preventive actions taken will be maintained to comply with health and safety regulations and to support ongoing pest control strategies.

**2. Response Time**: Prompt response shall be within 48 hours from staff notification of pest sightings or infestations is paramount. The contractor will identify underlying causes of pest issues, implement corrective actions, and provide recommendations for long-term pest management. Trained technicians will swiftly assess situations, implement control measures, and collaborate closely with city officials and stakeholders for effective response and documentation.

**3. Treatment Methods:** Employ a variety of treatment methods, such as baiting, trapping, spraying, and exclusion techniques, following Integrated Pest Management (IPM) principles to minimize pesticide use and prioritize environmentally friendly solutions. Contractor will provide a list and a map of Box/Trap locations at each site and provide current updates throughout this agreement. The contractor shall submit a full material data sheet with hazardous material warning and potential health hazard to the City and seek City approval for any pesticide use prior to actual application.

**4. Documentation and Reporting:** Maintain detailed records of all inspections, treatments, and pest activity, providing reports to the City upon request. Reports will include findings, recommendations, and any corrective actions taken to address pest issues. Annotate work orders and provide hazardous communication safety data sheets

**5. Personnel, Materials, and Equipment:** Provide qualified pest control technicians equipped with the necessary tools, materials, and equipment to perform the required services. Ensure all materials and pesticides used comply with state and federal regulations.

**6.** Compliance and Safety: Strictly adhere to all pest control regulations set forth by the National Fire Protection Association (NFPA), California Department of Pesticide Regulation (DPR), Environmental Protection Agency (EPA), and Occupational Safety and Health

Administration (OSHA). Maintain compliance with all relevant laws, regulations, and safety protocols.

#### 7. Special Licenses and Certifications:

The contractor must possess all required licenses and certifications to perform pest control services in the state of California. This may include a Pest Control Operator (PCO) license issued by the DPR and any additional certifications necessary for specific treatment methods or pest categories.

#### 8. Communication and Collaboration:

Maintain open lines of communication and collaboration with City officials, facilities management team, and other stakeholders. Provide regular updates, coordination meetings, and clear communication channels to ensure prompt response to pest issues and ongoing effectiveness of pest control measures. Contractor must provide a monthly schedule of the monthly visits to each location, one week prior to site visit. Contractor must contact by email Facilities Supervisor or their designee.

**9. Detailed Work:** Conduct regular inspections during the monthly visits and treatments at each City facility, including:

- Ants
- Yellow Jackets
- Wasps
- Cockroaches
- Spiders
- Mice
- Rats

**10. Additional Services:** Services that are requested by City staff due to pest sightings or infestations. Contractor will place rodent stations at each location and perform perimeter spraying.

**11. Identification:** Contractor's crews shall be identified at all times either by a Company uniform, or by a safety vest worn outside other clothing with the Company name clearly displayed. Vehicles will have a Company sign clearly displayed.

**12. Damages:** Contractor shall report any damage to City's infrastructure caused during site visits. All damage caused by contractor will be assessed by City staff and will determine responsibility.