

FOR PROFESSIONAL PEST CONTROL SERVICES PROJECT NO. OM-24-068

Issued by:

City of Stockton

Public Works Department – Operations & Maintenance

1465 S. Lincoln St.

Stockton, CA 95206

Date Issued: January 17, 2024

Job Walk: Thursday, January 25, 2024, at 8:00 AM

Date Proposals Due: Wednesday, February 7, 2024, by 5:00

PM

LATE SUBMITTALS WILL NOT BE ACCEPTED

1.0 INTRODUCTION

The City of Stockton (City) is requesting proposals from qualified pest control companies (Vendor) for professional pest control services at various City facilities. The City intends to select a Vendor who is registered and licensed in the State of California to provide pest control services to the City and maintain a pest-free environment for employees and visitors to City facilities. The City will award a Service Contract to the Vendor whose offer represents the "best value" to the City, with cost and other factors considered.

2.0 BACKGROUND

The City's Public Works Department is responsible for pest control services at City facilities. The current pest control Service Contract is set to expire on June 30, 2024. The City is seeking proposals from qualified vendors to establish a new five (5) year Service Contract which meets the requirements set forth in this Request for Proposals (RFP). Several City-owned buildings are currently under construction and will be occupied by City staff in year one or year two of the contract. The City requests pricing for pest control services at these facilities, with the intention of adding the sites to the contract upon occupation. Please see Attachment 1 – Required Service Locations for additional details.

3.0 JOB WALK INFORMATION

An optional job walk is scheduled for Thursday, January 25, 2024, starting at 8:00 AM. Please register for the job walk by Wednesday, January 24, 2024, by contacting Nickole Covarruvias, Project Manager, by phone at (209) 937-7261 or email at Nickole.Covarruvias@Stocktonca.gov. The job walk will take potential proposers to buildings that are representative of City-owned or operated facilities within Stockton. Requests can be made to see additional sites, if necessary, and must be viewed prior to the end of the question submission deadline, which is Wednesday, January 31, 2024.

For additional information, please see the Job Walk Information document posted to the project Bid Flash page.

4.0 MONTHLY PRICE

The monthly cost proposal for each location listed in Attachment 2 – Monthly Cost Proposal, shall include but not be limited to wages, payroll taxes, fringe benefits, insurance, transportation, freight, delivery, equipment, materials, supplies, overhead, and profit. Quotes shall be based on a fixed monthly rate per facility to perform all pest control services. All rates quoted shall include any "call back" service, as requested, to address pest infestations should they occur between scheduled services. No additional charges will added to the monthly price unless mutually agreed to via a fully executed Contract Change Order.

The monthly cost proposal shall include the annual amounts for each year of the original contract term and the optional two-year extension.

5.0 CONTRACT PERIOD

- 5.1 The resultant Service Contract shall be effective from the date of contract execution and remain in full force and effect for a period of five (5) years through June 30, 2029. The City reserves the right to renew the Service Contract for an additional two (2) years via a Contract Extension signed by the City Manager. This option will be exercised only if the Vendor has demonstrated excellent performance in the provision of Professional Pest Control Services to the City of Stockton.
- 5.2 The selected Vendor shall be expected to begin service provision within two (2) weeks of contract signing and complete services according to the Scope of Work (Section 6.0) and Locations and Frequencies (Section 8.0).
- 5.3 Goods and/or services shall not be suspended by the Vendor without 30-day prior written notice to the City's designated Project Manager.

6.0 SCOPE OF WORK

Vendor shall provide, at their own risk, all labor, materials, supervision, insecticides, tools, equipment, insurance, permits, licenses, storage, transportation, disposal, and proper protection necessary to accomplish effective pest control and use the most modern and professional pest procedures according to industry practices and Department of Pesticide Regulation/Structural Pest Control Board of California. Vendor shall properly remove and dispose of any insects, dead rodents and/or rodent feces.

Vendor shall use all caution necessary to prevent humans, domestic pets, and non-targeted animals from being harmed by Vendor's methods to control pest activity.

6.1 <u>Monthly Pest Control Service</u>

The Vendor is to provide for all buildings included in this RFP an environment that is free from all pests, including, but not limited to:

- Spiders, including the removal of all spider webs from outside of all buildings, up to a maximum height of two (2) stories, which is defined as 25-30 feet from ground level
- Cockroaches and beetles
- Crickets and grasshoppers
- Ants (all species), earwigs, sow bugs, and silverfish
- Fleas, lice, mites, and other biting insects
- Mice, rats, and other rodents
- Bees, wasps, hornets, and other stinging insects nesting in the interior or exterior, up to a maximum height of two (2) stories, defined as 25-30 feet from ground level

The monthly pest control service includes a combination of inspection and mitigation efforts in the building interiors and around exterior perimeters.

Vendor will provide the Project Manager a monthly schedule showing the day each location will be serviced, along with a schedule of services to be performed at each facility. The schedule shall be provided, at minimum, one week before any service to allow the Project Manager sufficient time to coordinate with designated onsite staff. Each facility shall be serviced monthly unless noted otherwise. Frequency of service is listed on Attachment 1 – Required Service Locations. A sample schedule shall be submitted with the proposal.

Vendor personnel shall check in with designated City staff before performing services to receive an update on any issues that may have arisen since the last routine service. A list of designated personnel at each site will be provided prior to the commencement of the Service Contract. City escorts are required at several facilities. If designated staff are unavailable to escort a Vendor's technician inside a facility, technician must notify the Project Manager immediately. If the Project Manager cannot locate an escort within a reasonable time, the exterior of the facility shall be serviced.

The Vendor must perform a thorough inspection during routine services. Vendor personnel shall provide the Project Manager with an electronic copy of the service report within one week of service, in order to report any issues that may be addressed by the City prior to the next scheduled service (e.g. trim vegetation away from building, install door sweeps, etc.). Service reports must be signed by the designated building representative to verify that the services were delivered, unless no representative was present and only exterior perimeters were treated. A sample service report shall be submitted with Vendor proposal. The Service Report should include:

- Building Name and Address
- Date and Time of Service
- Name of Service Technician who provided the service
- Completed Checklist which summarizes the results of inspections in terms of sanitation, structure, storage practices, etc. observed by the Service Technician
- Chemicals Used
- Comments and Recommendations

The Vendor shall make as many service calls as may be required to accomplish satisfactory eradication and control. Emergency service without extra charge within 24 hours of call for same shall be provided.

Vendor shall maintain a sufficient supply of chemicals and mechanical traps in the most efficient manner to ensure effective, preventative pest control.

All pest control services shall be performed in accordance with Federal, State and Local rules and regulations. Any and all chemicals used during the service must be approved for its intended use and applied in a manner consistent with the regulations established by the State of California Department of Pesticide Regulation/Structural Pest Control Board and consistent with Federal and Cal OSHA standards.

6.2 <u>Vendor Responsibilities</u>

The Vendor shall appoint an Account Manager who shall be responsible for the performance of the work and an alternate(s) who shall act for the Vendor when the Account Manager is absent. The names of these persons shall be designated in writing to the City. For this work, the term "Account Manager" shall include the alternate as specified above. The Account Manager, or their designee/alternate, shall be available during normal business hours to meet with City representative(s) to discuss any problem areas.

The Vendor shall employ only workers who are competent and skilled for work under this Contract. The City shall, throughout the term of the Contract or any extension thereof, have the right of reasonable rejection and/or approval of staff assigned to the work by the Vendor. If the City's Project Manager rejects one of Vendor's staff, the Vendor must provide replacement staff satisfactory to the City at no additional cost. Any Vendor employee who is, in the opinion of the City, considered incompetent, disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, shall be removed immediately from work under this Service Contract upon request of the City.

Vendor acknowledges it is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of the City. Vendor shall not assign, sublet, transfer or otherwise substitute its interest in this work, or any of its obligations, without the prior written consent of the City. It is the intent of these specifications that all work is to be performed by Vendor's forces.

Vendor shall employ enough staff to ensure effective performance of the work described. All work shall be performed by experienced staff directly employed by the Vendor.

Each employee of the Vendor shall be identified by photograph identification badge and uniform readily identifying the worker as an employee of the Vendor's company. Each employee must be so identified at all times while performing work in or around any City facility.

No unauthorized person or persons who are not employees of the Vendor (i.e., spouse, children, brother, sister, friends, etc.) shall be allowed within the immediate work area during the performance of services under this contract.

6.3 Vendor Qualifications

Vendor will furnish with proposal, a current and valid copy of California State Applicators License, for all personnel directly involved with pesticide application at City facilities. It will be the Vendor's responsibility to renew licenses a minimum of fifteen (15) days prior to their expiration date and to provide the City with a copy of the updated license upon receipt. Failure to provide this information will be grounds for immediate contract termination.

6.4 Areas to Be Treated

Areas to be treated in each building shall include, but not be limited to, the following:

- All common areas.
- Food preparation and serving areas.
- Restrooms, corridors, private offices, storage, mechanical rooms, and stairways.
- The outside perimeter of buildings up to a maximum height of two (2) stories, defined as 25-30 feet from ground level.
- Floors, doors, foundations, offices, restroom facilities and lunchroom areas.

Food Handling Areas – Treatment of these areas is limited to only times when food is not being handled, processed, prepared, served, and while not occupied by facility employees. Mechanical traps and/or glue boards will be utilized in any food preparation area.

Occupied Areas – Vendor shall utilize pesticides with as low volatility and as odor free as possible in order to keep odor levels from affecting occupants.

Electrical and Computerized Areas – Insect baits are to be used when necessary to treat areas with sensitive electrical, and/or computerized equipment.

6.5 Integrated Pest Management (IPM) Policy

The Vendor shall submit a copy of the company's IPM policy along with the proposal. Should the company not have a current IPM policy, the Vendor must establish an IPM policy and submit along with the proposal. The Vendor selected to provide pest control services to the City shall implement the IPM policy by the service start date.

Vendor shall advise the City in writing regarding the application of any insecticides and pesticides. Vendor shall electronically provide a site-specific monthly schedule to the City's Project Manager showing where, when and what insecticides and pesticides will be applied at least five (5) working days prior to application each month. It shall specify the pest, manner of application, proposed date of application,

the time, and location. It shall contain the brand and common name of the pesticide and list the acute effects.

Vendor must include Safety Data Sheets (SDS) with the proposal, including Chemical Abstract Service (CAS) number. It is also the Vendor's responsibility to provide any updates or revisions of the SDS, as they may become available for any products sold or delivered to the City of Stockton.

Vendor is solely responsible for any damage or injury due to Vendor's application or misapplication of insecticides and pesticides.

6.6 Hazardous Conditions

Vendor is required to notify the City Project Manager immediately of any hazardous conditions and/or damage to City property.

Vendor shall not dispose of any excess pesticide containers or any other materials contaminated by pesticides at any City location or City-owned refuse bin.

No pest control materials or equipment shall be stored or kept at any facility when the operator is not working.

7.0 EXTRA WORK

The City may request the Vendor to perform extra work. Any extra work will be paid for on a time and materials basis. Should there be additional buildings/facilities that require pest control and need to be added to the existing contract, the value of new work shall be determined by the average regular monthly cost per facility square foot set forth in the Vendor's proposal.

All proposals for extra work must be approved by the City's designated Project Manager and will be processed as a Contract Change Order, which must be signed by the City Manager. No work can be performed on change order sites until an executed Contract Change Order is received by the Vendor.

8.0 LOCATIONS AND FREQUENCIES

A full list of service locations and frequencies of service to each is included as Attachment 1 – Required Service Locations.

The City of Stockton reserves the right to add, modify or cancel services at existing locations without Vendor approval. Such changes will be communicated in writing by the Public Works Director or their authorized representative. Addition, modification or removal of services at a City facility will be authorized by Contract Change Order, signed by the City Manager.

9.0 INVOICING

Vendor will promptly submit one (1) monthly itemized invoice, no later than fifteen (15) days after the end of the reporting month. All invoices should reference purchase order and contract numbers, which will be provided by the Project Manager prior to the start of service. The Vendor shall customize invoices at the request of the City. A sample invoice shall be submitted with Vendor proposal.

10. PROJECT GENERAL INFORMATION

10.1 Proposal Submissions

Proposals shall be submitted no later than **5:00 PM on February 7**, **2024**, via email to:

Nickole Covarruvias, Project Manager, at <u>Nickole.Covarruvias@Stocktonca.gov</u>, and

Katrina Tavares, Office Technician, at Katrina.Tavares@Stocktonca.gov

The PDF file shall be titled "PROPOSAL FOR PROFESSIONAL PEST CONTROL SERVICES, PROJECT NO. OM-24-068". The cost proposal must be submitted as a separate electronic document labeled Cost Proposal with the same Project Name and Number referenced above. Late Proposals will not be accepted.

10.2 Acceptance or Rejection of Proposal

The City reserves the right to negotiate an agreement with the Vendor submitting the highest-ranking proposal. Also, the City reserves the right to reject any and all proposals or to waive any irregularity in a proposal if it is deemed to be in the best interest of the City. Failure to submit all requested information may be grounds to reject the proposal.

10.3 Proposal Questions and Requests for Clarification

Any questions or requests for clarification shall be submitted via email to:

Nickole Covarruvias, Project Manager, at <u>Nickole.Covarruvias@Stocktonca.gov</u>, and

Katrina Tavares, Office Technician, at Katrina. Tavares@Stocktonca.gov

Requests for clarification shall be submitted by January 31, 2024, at 5:00 PM. If a response warrants an addendum to the RFP, such addendum will be posted on the City's Bid Flash webpage at least two days prior to the proposal due date. It is the proposer's responsibility to check the website for any addendums or responses to questions. The website address is as follows:

10.4 Causes for Disqualification

Any of the following may be considered cause to disqualify a proponent without further consideration:

- A. Evidence of collusion among proponents.
- B. Any attempt to improperly influence any member of the evaluation panel.
- C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP/proposal process will, and shall be, just cause for disqualification/rejection of proponent's proposal/bid submittal and considered non-responsive.
- D A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.
- F. No person, firm, company or corporation shall be allowed to make or file or be interested in more than one proposal for the same supplies, services, or both; provided, however, that subcontract proposals to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.
- G. Any exceptions to the insurance requirement may result in a non-responsive proposal.

10.5 <u>Licensing Requirements</u>

Vendor shall possess a City of Stockton business license and shall possess a Pest Control Business License issued by the Department of Pesticide Regulation/Structural Pest Control Board. Vendor shall maintain said licenses for the duration of the Service Contract. A copy of the company's Pest Control Business License must be submitted with your proposal.

10.6 <u>Insurance Requirements</u>

The proposer must obtain and maintain the required insurance. Proposer should review Attachment 3, Instructions to Proposers, for information regarding insurance, indemnification, Disadvantaged Business Enterprises, prevailing wages, etc. Failure to comply with the Instructions to Proposers may be grounds for rejection.

11.0 REQUIRED PROPOSAL CONTENT

The proposal shall contain the following, at a minimum:

- Cover Letter
- Table of Contents
- Executive Summary
- Project Team
- Detailed Work Plan
- Examples of experience with similar types of work
- References
- Samples
- Licenses, Policies and Safety Data Sheets (SDS)
- Cost Proposal (electronic document submitted separately from Proposal)

The proposal shall be no more than fifty (50) pages. Proposer shall submit one (1) electronic copy of the proposal and one (1) electronic copy of the cost proposal.

11.1 Cover Letter

The letter shall be signed by an official with the authority to negotiate and contractually bind the company with the City of Stockton. Provide name, title, address, email, and telephone number for this officer. Describe any subcontract arrangements or licensing agreements. Include any potential conflicts of interest.

11.2 <u>Table of Contents</u>

The proposal should include a table of contents listing all major topics and their respective page numbers.

11.3 <u>Executive Summary</u>

The Executive Summary shall include a summary of the proposal, emphasizing the service provision approach to be taken and summarizing a work plan, schedule, and description of the capabilities of the Account Manager and key personnel. The summary should convey an understanding of the purpose of the project and the services required for performance.

11.4 Project Team

Describe your team organization including the qualifications of the primary Account Manager and any other key personnel related to the account. Provide an organizational chart of the proposed team structure.

The following should be addressed:

- Ability for the company's designated team to perform the proposed work within the time limits of the annual contract, considering their current and projected workload and assignments.
- Ability to provide quality control of all deliverables and be responsive to all issues in a timely manner.
- Provide project team resume summaries and applicable license(s).

11.5 <u>Detailed Work Plan</u>

Provide a proposed work plan for development and implementation of the pest control program as described in the Scope of Work. Describe the proposed approach and activities to be carried out to maintain a pest-free environment. Describe how the team will complete each task, including the means by which technicians will communicate with onsite staff. Alternative approaches to the plan can be submitted if a rationale is given for the suggested changes.

Demonstrate the company's experience in each of the areas of expertise needed to successfully complete the project. This should include a description of prior experience working with public agencies, including working with City staff members.

Include information on any software that will be used to prepare all working documents. Final documents shall be provided to the City.

11.6 Examples of Experience with Similar Types of Work

Provide examples of contracts your company has maintained with other agencies/companies similar in scope and size to this project.

Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance with any clients to whom your company has provided services.

List all contracts canceled or not extended. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, physical addresses, email addresses and phone numbers of the Project/Account Managers and explain the circumstances.

11.7 References

Provide three client letters of reference for the company, two of which demonstrate familiarity with the Account Manager and key company personnel. This shall include the name, company, contact information, and description of related work that was

provided to the client. No City of Stockton elected officials, appointed officials, or employees may be provided as a reference for this proposal.

11.8 Samples

Provide a sample monthly or weekly schedule detailing the sites, dates, treatments, chemicals and staff assigned to accomplish routine services for a project similar in size and scope. Describe how your customer service team works with client staff to customize or alter prepared schedules.

Provide a sample service report showing the following:

- Building Name and Address
- Date and Time of Service
- Name of Service Technician who provided the service
- Completed Checklist which summarizes the results of inspections in terms of sanitation, structure, storage practices, etc. observed by the Service Technician
- Chemicals Used
- Comments and Recommendations

Provide a sample invoice that demonstrates the capability of customizing invoices to the City's satisfaction.

11.9 Licenses, Policies and Safety Data Sheets

Provide copies of the company's California State Applicators and Pest Control Business Licenses with the proposal.

The Vendor shall submit a copy of the company's IPM policy along with the proposal. Should the company not have a current IPM policy, the Vendor must establish an IPM policy and submit along with the proposal.

Provide Safety Data Sheets (SDS) for each proposed chemical, including Chemical Abstract Service (CAS) number. The SDS shall be submitted as a part of the Vendor's proposal. The proposer may limit the quantity of SDS to one (1) complete set, in addition to the fifty (50) pages.

11.10 Cost Proposal

The monthly price outlined in the cost proposal shall include pricing for all routine services. The proposed fee for service shall be submitted as a separate electronic document and include the following information on the template provided in Attachment 2 – Monthly Cost Proposal.

Vendors are encouraged to attend the job walk to inspect areas prior to submitting proposals in order to be fully aware of the scope of services required. Failure to do so will not relieve the successful proposer from performing in strict accordance with the specifications, at no additional cost to the City.

The cost proposal must be submitted as an electronic document separate from the proposal.

12.0 PROPOSAL EVALUATION

The Vendor Selection process will follow the estimated timeline shown below.

Post Request for Proposals January 17, 2024

Job Walk
Written Questions emailed by
Response to Written Questions
Proposals Due
January 25, 2024, at 8:00 AM
January 31, 2024, at 5:00 PM
February 2, 2024, by 5:00 PM
February 7, 2024, at 5:00 PM

Evaluations February 2024
Negotiations February 2024
City Council Approval May 2024

The optional pre-proposal site visits will start at City Hall, located at 425 N. El Dorado St., Stockton, CA 95202 at 8:00 AM on Thursday, January 25, 2024. Transportation between facilities will not be provided by the City. Please notify Nickole Covarruvias, (209) 937-7261 or Nickole.Covarruvias@stocktonca.gov, by January 24, 2024, to register for participation in the site visits.

12.1 Proposal Evaluation

The selection committee will evaluate all responsive proposals. This is a qualification and cost-based selection; ranking will be in accordance with the attached Evaluation Scoring Worksheet (see Attachment 4). Cost will be a factor in evaluation, but selection is predominately qualifications based. Cost proposals will not be opened until after other categories have been evaluated by the selection committee. Local preference will also be a factor; Stockton companies are encouraged to propose. Also, non-Stockton companies should make an effort to use Stockton suppliers whenever possible. Points will be weighted based on the amount of work being performed by local businesses.

12.2 **Negotiations**

City staff will begin negotiations with the highest ranked proposer. If an agreement cannot be reached after a reasonable period of time, as determined by the City, then the City will terminate negotiations with the number one ranked proposer and negotiations will be opened with the second ranked proposer. The compensation

discussed with one prospective Vendor will not be disclosed or discussed with another Vendor.

The selected Vendor will be expected to enter into a Service Contract with the City. Proposers should direct their attention to Attachment 3, Instructions to Proposers, for the most current insurance and indemnification language. It is expected that the successful proposer will accept these terms without modification.

The contract shall not be in full force until the City Council approves the contract and the City Manager signs it. Work performed before the issuance of a Notice to Proceed cannot be paid by the City.

ATTACHMENTS:

Attachment 1 – Required Service Locations

Attachment 2 – Monthly Cost Proposal

Attachment 3 – Instructions to Proposers

Attachment 4 – Evaluation Scoring Worksheet