

**BID TO THE
CITY OF SACRAMENTO, CALIFORNIA
PURCHASING DIVISION**

BIDS MUST BE RECEIVED BY THE
CITY CLERK, ROOM 203, CITY HALL
PRIOR TO 10:30 A.M., TUESDAY
SEPTEMBER 14, 1982

FOR: PESTICIDE MAINTENANCE SERVICES

BID NO: 524

Name of Bidder _____ Telephone _____

Type of Business: Corporation, Co-partnership, Individual doing business under his own name,
 Individual doing business using a firm name.

Business Address: _____
Street City State Zip Code

To the City of Sacramento:

The undersigned, as bidder, certifies that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid he has examined the "General Conditions and Instructions to Bidders" and the specifications; that he proposes and agrees if this bid is accepted, he will execute and fully perform the contract for which bids are called; that he will perform all the work and / or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that he will take in full payment therefor, the prices set forth in the attached schedule.

Typed or Printed Name and Title

Signature

Address (If different than above business address)

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (Example)

1. An individual using a firm name, sign: "John Doe an individual doing business as Blank Company."
2. An individual doing business under his own name, sign: your own name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Co., By John Doe, co-partner."
4. A corporation, sign: "Blank Company, by John Doe, secretary," (or other title).

FOR CITY USE ONLY

Bid was opened on above date and at prescribed place.

Bid bond required No Yes Amount ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00)

Received: Cash Cashiers or Certified Check Surety Bond

City Clerk/Purchasing Agent

Approved as to form and legality

City Attorney

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER

NO BID IS IN LEGAL FORM UNLESS THE FOLLOWING INSTRUCTIONS ARE FULLY COMPLIED WITH

1. Bid must be submitted on this printed bid form and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineation, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. If required, a bid bond in the amount stated on the front of this form must accompany this bid. Payment must be made by cash, cashier's or certified check, or by surety bond.
5. All bids must be delivered to the designated recipient not later than the time specified on the front of this form.
6. No bidder shall be interested in more than one bid as provided by City Code Section 57.302.
7. The right to reject any and all bids is reserved by the City.
8. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
9. All provisions of Chapter 57 of the City Code are applicable to any bid submitted or contract awarded pursuant thereto.
10. **Faithful Performance Bond.** The successful bidder will will not be required to submit a faithful performance bond, in a form approved by the city attorney, in the amount of 30% of contract price.
11. **Cash Discounts.** Cash discounts offered for payment in less than ten (10) days will not be considered as a basis of award. Cash discounts offered for payment in ten (10) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any cash discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
12. Bids will be opened, in public, in the City Council Chambers, City Hall, 915 - Eye Street, Sacramento, California, at ~~10:15~~ 10:30 a.m., September 14, 1982. (Bids must be submitted prior to ~~10:00~~ 10:30 a.m.)
13. Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the city to reject all bids, as it may deem proper. The time for awarding a contract may be extended an additional thirty (30) days, at the sole discretion of the City, if required to evaluate bids or for such other purpose as the City may determine, unless the Bidder objects to such extension in writing with his bid. The "lowest responsible bidder" is defined as follows:

In addition to price in determining the lowest responsible bidder under the provisions of this chapter, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgement, experience and efficiency of the bidder; (v) the quality of bidder's performance on previous purchases by, or contracts with, the City; and (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided. (Section 57.102)

In addition to the above considerations, the City will also consider which bids will result in receipt by the City of sales or use tax under the Provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Article III of Chapter 41 of the Sacramento City Code and shall deduct the amount of such sales or use tax which will be received from any such bid. (Ordinance No. 4064)

THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS

Vendors not wishing to bid this particular requirement are encouraged to return the bid package marked "no bid" with a brief statement explaining the reason for non-response: not interested at this time, not our field of manufacture/expertise, etc. This will enable us to maintain a current list of responsive bidders as well as verify receipt of the bid by your company.

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIABIDDING SHEET FOR PESTICIDE MAINTENANCE SERVICES

For furnishing to the City of Sacramento pesticide maintenance services in accordance with the following provisions and attached specifications.

<u>Item #1</u>	<u>Bid Price Per Month</u>
Provide pesticide maintenance services for the following locations:	
a. Area #1 - South portion of City	\$ _____
b. Area #2 - North portion of City	\$ _____
c. Area #3 - Central portion of City	\$ _____

<u>Item #2</u>	<u>Bid Price Per Hour</u>
Provide on-call pesticide maintenance services, as required. The total hourly rate quoted should include all necessary transportation and equipment costs.	\$ _____

<u>Item #3</u>	<u>Percentage Increase Over Cost</u>
In the event the services described in Item #2 are required, bidders are required to quote the percentage over their cost for materials required to complete any necessary work.	_____ %

Item #4

In the event overtime is required for the hourly services described in Item #2, the overtime rate shall be computed at the rate of _____ times the hourly rate.

Hourly/Monthly Rates

The hourly/monthly rates quoted above shall include all wages, payroll taxes, fringe benefits, insurance, transportation, equipment, materials, supplies, overhead and profit. The basic hourly rate paid to each employee shall be equal to or greater than the general prevailing rate of wages for similar work in Sacramento County.

Site Visit

All interested bidders are urged to visit the areas where the services are to be performed and familiarize themselves with all conditions that may affect the time or cost of performance. Failure to ascertain such conditions shall not be the basis of any subsequent claim or contract modification.

Award

The City of Sacramento reserves the right to make an award on any item, group of items or in the aggregate to that/those lowest responsible bidder(s) whose proposal(s) is/are most responsive to the needs of the City.

The City of Sacramento also reserves the right to require job references and to inspect local areas currently maintained by each bidder.

Prompt Payment Discount

Cash discount of _____ % for payment within _____ calendar days which will be computed from the date services are rendered and accepted or the date a proper invoice is received, whichever is later.

Contract Period

Any resultant contract(s) shall be effective from October 1, 1982, or from date of award if subsequent thereto, through September 30, 1983.

Option to Extend

If mutually agreeable to both parties, any resultant contract(s) may be extended for an additional year through September 30, 1984, at the same terms and conditions.

BIDDING SHEET FOR PESTICIDE MAINTENANCE SERVICES - continued

Invoicing and Payment

Payment for services rendered and accepted will be made monthly, in arrears, after receipt of a proper invoice. All invoices must be supported by copies of personnel time records and material purchase receipts which were previously approved by the City Pest Control Inspector.

General Provisions

The attached General Provisions, 1 through 5, are hereby made a part of this request for bids and any resultant contract(s).

BIDDER'S NAME: _____

DO NOT DETACH THIS SHEET - SUBMIT ENTIRE BID PACKAGE AS YOUR PROPOSAL

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

SPECIFICATIONS FOR PESTICIDE MAINTENANCE SERVICES

SCOPE

Work to be performed comprises general horticultural areas as designated on the attached list of locations. Requirements vary by location depending upon the landscaping present. A standard checklist detailing spraying tasks and frequency of required task performance is provided for each location. Where the listing on the standard sheet is not applicable, the frequency of task performance will be marked "N/A." No pesticide work will be made without prior approval of the Director of Community Services of the City of Sacramento or his designated representative, hereinafter called the Pest Control Supervisor.

The Pest Control Inspector will specify all dates and times for spraying of all locations.

The work is to be performed by a pesticide maintenance contractor, licensed, insured and bonded to do business in the City of Sacramento. Contractor shall be aware of and shall comply with City ordinances governing pesticide maintenance work and traffic control regulations during work, as applicable to individual locations being maintained. Contractor shall furnish all labor, materials and equipment necessary to perform the work described herein in strict accordance with these specifications and subject to the terms and conditions of the contract.

DESCRIPTION OF WORK

A general work performance and frequency checklist is provided for each location. Individual maintenance activities shall conform to the following standards:

1. Workmanship

All materials and workmanship shall be of quality equal or superior to similar work performed by City employees. Work shall be subject to inspection prior to payment being authorized. Work shall be conducted in such a manner as to least interfere with operation and public usage of the landscaped facilities and adjacent sidewalks and streets.

2. Safety

Safety requirements: All services, supplies and equipment must comply with the California State Division of Industrial Safety Orders and O.S.H.A. Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Food and Agriculture.

3. Edging

All lawns shall be edged chemically as indicated on the attached checklist.

4. Pesticides and Weed Control

Upon approval of Pest Control Inspector, a pesticide program for the control and/or the elimination of weeds, fungus, insects, and rodents shall be applied as needed. Any pesticides used must be on the State Department of Agriculture's approved list and approved by the Pest Control Inspector.

Contractor shall provide appropriate permits and licenses before any pesticides are used. The Pest Control Inspector shall notify Contractor one week prior to expected date of application of any pesticides.

Pesticides must be brought to the work site in the original manufacturer's container, properly labeled with guarantee analysis. All spraying shall be done with extreme care to avoid any hazard to any person or pet in the area or adjacent areas, or any property damage.

Lawns shall be kept reasonably free of weeds. Weeding may be done by use of selective weed killers. Extreme caution not to damage any other plants shall be observed when non-selective weed killers are used. If spraying is done, it shall only be done at times when the wind doesn't exceed 5 m.p.h.

Insects and diseases shall be controlled by the use of approved insecticides and fungicides.

Shrub beds, ground covers and bare soil areas shall be kept free of weeds by use of appropriate chemical sprays or manual cultivation.

PROTECTION OF EXISTING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will promptly be repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacement shall be the sole responsibility of Contractor.

SPECIFICATIONS FOR PESTICIDE MAINTENANCE SERVICES - continued

INDEMNITY AND HOLD HARMLESS

Contractor agrees to indemnify City against any and all liability, losses, claims, demands, damages, or judgement arising from any act by, or negligence of, Contractor or its subcontractors of the officers, agents, or employees of either while engaged in the performance of this contract or while in or about the building or protected premises for any reason connected in any way whatsoever with the performance of this contract, or arising from any accident or injury, not caused by an act or omission of City, its agents, or employees or anyone employed by the City other than this Contractor, to any person, licensee, Contractor or subcontractor, or any officer, agent, or employee thereof while engaged in the performance of this contract, or while in or about the building or premises for any reason connected therewith.

Should it become necessary for purposes of resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which indemnification is provided by this paragraph or for purposes of enforcement of this paragraph, for City to incur any expenses, or become obligated to pay any attorneys' fees or court costs, Contractor agrees to reimburse City for such expenses, attorneys' fees, or costs within a reasonable time, in no event to exceed thirty (30) days, after receiving written notice from the City of the incurring of such expenses, attorneys' fees or costs.

Contractor shall pay City interest at an annual rate of seven percent (7%) compounded quarterly on all expenses or costs reasonably incurred by Contractor in the enforcement of this paragraph and of any sums City may pay as a result of claims, demands, costs, or judgements with respect to the subject matter of this contract, from the date such sums are actually paid.

FREQUENCY OF TASKS BY LOCATION

See attached exhibits with a checklist for each of the locations.

EQUIPMENT

All hand and power tools used in performance of this work shall be subject to inspection and approval by the Pest Control Inspector. In general, standard spraying and gardening equipment of commercial quality shall be used and shall be maintained in a satisfactory condition at all times and in compliance with CAL/OSHA regulations. All tools shall be clean, sharp, in proper working order, and shall be checked for safety before each job. All trucks and spray equipment shall be in good operating condition, clean, well maintained, and in compliance with all applicable laws and regulations.

Sufficient equipment and tools shall be provided to meet all required area maintenance schedules. Equipment failure will not be accepted as an excuse to avoid all or portions of scheduled maintenance activities.

PERSONNEL

All work shall be performed by qualified and trained personnel with a minimum of one (1) year of experience in pest control work. Experience must include use of gardening hand tools and operation of commonly used equipment such as hand and power sprayers. All workers shall be neat and orderly in appearance.

SUPERVISION

Contractor shall provide a competent superintendent or foreman during all times that work is being performed with the authority to represent and act for Contractor in any matter pertaining to this contract. Contractor shall furnish the names of all such superintendents or foremen to the Pest Control Inspector prior to the commencement of this contract and further advise of any changes.

DISMISSAL OF UNSATISFACTORY EMPLOYEES

Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Pest Control Inspector, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

INSPECTION

The Pest Control Inspector shall make weekly inspections with Contractor to visit all sites and review work performed. Contractor shall maintain and have available such records that reasonably confirm frequency of task performance at each location. Contractor shall furnish an itemized statement of all work performed with his monthly invoice.

FAITHFUL PERFORMANCE BOND

The successful bidder(s) will be required to furnish a faithful performance bond in the amount of 30% of the total contract price. In the event the contract is subsequently terminated for failure to perform, Contractor and his surety shall be liable and assessed for any and all costs for the reprourement of the contract services.

SPECIFICATIONS FOR PESTICIDE MAINTENANCE SERVICES - continued

FAILURE TO PERFORM

Contractor will receive a "Detailed Facility Inspection" form each week from the Pest Control Inspector. This form will clearly indicate the work performance of Contractor in all areas of this contract.

If Contractor or his representative fails to perform in accordance with the terms and conditions of this contract, the Pest Control Inspector will specify the reasons and locations as applicable on the "Detailed Facility Inspection" form. Failure by Contractor to correct these deficiencies within ten (10) days will result in a formal written warning to Contractor specifying the date such deficiencies must be corrected. Failure by Contractor to correct such deficiencies within this specified time period will result in the termination of this contract.

If, after a formal written warning is issued to Contractor, Contractor or his representative again fails to perform in accordance with the terms and conditions of this contract, the City will terminate the contract. In the event of termination, the City shall be liable only for payment for those services performed and accepted by the City prior to the date of termination and Contractor and his surety shall be liable and assessed for any and all costs for re-procurement of the contract services.

Also, in the event of such termination, the City will consider Contractor to be a non-responsible Contractor and will delete Contractor from the City's bid list for a period of not less than five (5) years from the date of termination.

AREA CHANGES

The City reserves the right to add, delete or change areas under this contract and may do so upon giving written notification to Contractor. If these changes cause an increase or a reduction in the maintenance costs of this contract, said costs shall be readjusted and, when agreed upon, incorporated into this contract.

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Contractor shall be an independent Contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Contract; however; City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract.

2. Licenses; Permits; Etc. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

3. Insurance.

(a) Comprehensive Auto and General Liability. During the term of this Contract, Contractor shall maintain in full force and effect a comprehensive auto and general liability insurance in an amount of no less than \$500,000.00 single limit per occurrence, issued by an admitted insurer or insurers as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be named as additional insureds under the policy, and the policy shall stipulate that this insurance will operate as primary and that no other insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

(b) Workman's Compensation. During the term of this Contract, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.

(c) Errors and Omissions; Malpractice. In the event City requests Contractor to carry errors and omissions insurance or malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Contract a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.

(d) Certificate of Insurance. The Contractor will have the City's standard Certificate of Insurance (attached) completed prior to engaging in any operation or activity set forth in this contract/agreement. Said policies shall provide that no cancellation, change in coverage, or expiration by the insurance company or the insured shall occur during the term of this contract, without 30 days written notice to the City prior to the effective date of such cancellation or change in coverage.

GENERAL PROVISIONS - continued

4. Contractor Not Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

5. Assignment Prohibited. No party to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.