

# COUNTY OF FRESNO

## REQUEST FOR QUOTATION

NUMBER: 926-5231

### PEST CONTROL

December 24, 2013

ORG/Requisition: 8935/ 1321401253

PURCHASING USE  
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**IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:**

COUNTY OF FRESNO, Purchasing  
4525 EAST HAMILTON AVENUE, 2<sup>nd</sup> Floor  
FRESNO, CA 93702-4599

**CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON FEBRUARY 27, 2014.**

**QUOTATIONS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.**

Quotations will be opened and publicly read at that time. All quotation information will be available for review after contract award.

Clarification of specifications is to be directed to: Shannon W. Kirby, e-mail [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us), phone (559) 600-7116, FAX (559) 600-7126.

**GENERAL CONDITIONS:** See "County Of Fresno Purchasing Standard Instructions And Conditions For Request For Proposals (RFP'S) and Requests for Quotations (RFQ'S)" attached. Check County of Fresno Purchasing's Open Solicitations website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> for RFQ/RFP documents and changes.

#### BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED QUOTATION SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR QUOTATIONS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)" ATTACHED.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

( )

TELEPHONE NUMBER

( )

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

## COUNTY OF FRESNO PURCHASING

### STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

## GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

#### 1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

#### 2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing at least five (5) working days before bid opening. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary

point of contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

#### 3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

#### 4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

## Quotation No. 926-5231

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the

vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act. California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

## Quotation No. 926-5231

### 16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

### 17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

### 18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) business days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

### 19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all

subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

### 20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

### 21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

### 22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless

## Quotation No. 926-5231

encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

### 23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (second floor), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1\*                      New Year's Day

Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

\* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

## BIDDING INSTRUCTIONS CONTRACT SERVICES

The County of Fresno is soliciting bids for qualified pest control operators/businesses that are duly registered and licensed in the State of California to provide all labor, material, equipment, taxes, fees and permits for ongoing pest control services to the County. The successful bidder(s) shall provide a pest-free environment for employees, clients, patients, inmates and visitors to the offices, buildings and/or grounds of the various County locations stated in the specifications. Service locations may be added and deleted during the contract term to reflect the County's changing needs.

**LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID PREFERENCE:** The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **does not** apply to this Request for Quotation.

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

**ISSUING AGENT:** This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

**AWARD:** Award will be made to the vendor(s) offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

**RIGHT TO REJECT BIDS:** The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

**AUTHORIZED CONTACT:** All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the

sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

**SITE INSPECTION/VENDOR CONFERENCE:** Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination. The date inspection will be held as follows:

**VENDOR CONFERENCE:** On January 16, 2014 at 10:00 AM, a vendor's conference will be held in which the scope of the project and quotation requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2<sup>nd</sup> Floor, Fresno, California. Minutes will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Shannon W. Kirby at County of Fresno Purchasing, (559) 600-7116, if they are planning to attend the conference.

Each bidder has the opportunity to perform a detailed evaluation of the existing structural and sanitation conditions of all the buildings and areas specified prior to submitting their bid, to be fully aware of the service required and the number of hours or days that will be required to provide a pest-free environment. As such, bidders shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of the lack of such examination.

**Pre-Arranged, Guided Tour**

A pre-arranged guided tour of a limited number of selected sites which represent the variety of facility types that are included in this RFQ will be provided, as explained below.

**Guided Tour, Group 1** – (beginning 15 minutes following the conclusion of the Vendor conference).

University Medical Center campus - Meet at Parking Lot “K” (maps available at Vendor conference). This will be a walking tour of two or three office buildings on the UMC campus.

Type	Building	Address
Office Building	University Medical Center campus - Huntington Hall (318)	435 S. Boyd, Fresno
Office Building	University Medical Center campus - Barton Bldg. (315)	4499 E. Kings Canyon Road, Fresno

Drive to the Juvenile Justice Center (JJC) Campus and park in the lot adjacent to bldg. 702 (map provided at Vendor conference). We will meet at the entrance to building 702 thirty (30) minutes after leaving the UMC Campus. We will tour buildings 702 and 703. From there, it is a short drive to bldg. 716.

Drive to:

Type	Building	Address
Detention Facility/Offices	Juvenile Justice Center campus (702/703)	3333 E. American Ave., Fresno
Morgue	County Morgue (716)	3150 E. Jefferson, Fresno

**Guided Tour, Group 2** – Meet in Lobby of Plaza Tower (aka the Del Webb Bldg.) at 2220 Tulare Street, on January 17, 2014 at 10:00 AM. We will do a walking tour of a representative sampling of areas within the following facilities. Bidders are on their own for parking.

Type	Building	Address
Office Buildings	Plaza Complex (610)	2220 Tulare St,
Office Buildings	Hall of Records (603)	2281 Tulare St,
Office Buildings	Crocker Building (864)	2135 Fresno St.,
	Sheriff Admin	
Detention Facility	Main Jail (607)	1225 M Street
Library	Main Library (800)	2420 Mariposa

Bidder-arranged inspections

Prospective bidders who are interested in viewing other facilities that are a part of this RFQ, but not included in the tour, can do so by contacting the department’s designated representative. All bidder-requested site visits must occur between January 17, 2014 and January 31, 2014, inclusive. The contact information is provided in Exhibit 1 of this RFQ.

Contact the designee at each location for permission to inspect the sites and to determine the individual requirements of the service and the time required to provide thorough service. See contact information in Exhibit 1.

Important Note About All Site-Inspections - Bidders are advised that any discussions, comments, statements, etc. that occur at the site inspections will not alter the requirements and conditions of this RFQ. The content of this RFQ can be altered only by a written addendum issued by the County of Fresno Purchasing Division. No variation or allowance from the contract requirements will be made due to lack of examination/knowledge of the required job

A Purchasing Division representative will not be in attendance at the site inspections. Therefore, bidders are to submit all questions to the Purchasing Division per the following instructions:

All Bidder questions that arise after the Vendors conference shall be sent to:

- County of Fresno Purchasing Division, 4525 E. Hamilton Avenue, 2<sup>nd</sup> Floor, Fresno, CA 93702, Attention: Shannon W. Kirby; or e-mail to [skirby@co.fresno.ca.us](mailto:skirby@co.fresno.ca.us); or FAX to (559) 600-7126. Failure of FAX equipment is not a valid excuse for missing this deadline.
- Questions must be submitted not later than February 7, 2014 at 2:00 PM.
- Questions to be typewritten and clearly stated.
- Questions shall reference applicable RFQ section and page number.



Questions from the Vendors conference and those submitted by prospective bidders will be documented in, and responded to, in one or more addenda which will be sent to all registered bidders.

Modifications to Scope of Work after the Execution the Agreement - The Agreement will be based on the scope of work reflected in this RFQ and any addenda. Once the Agreement is in place, the County may request a modification of services to:

- Add regularly scheduled service at new location
- Add One-Time service
- Modify Service at Existing Service Location
- Cancel Complete Service At Existing Location

The County will request modifications utilizing a form similar to a "Request to Modify Pest Control Contract" (form PD-021).

Bidders must state their pricing methodology which will be used to determine the cost of future services. Bidders are instructed to submit this information as a part of their bid in a separate section entitled "Pricing – Future Services". Examples of potential pricing methodologies are:

- Adding a building for ongoing standard services - \$\_\_\_\_ per (location/square foot, hour etc.)
- Adding a building for one time special services \$\_\_\_\_ per (location/square foot, hour etc.)

Additionally, bidders shall state pricing for all other services and materials they offer but are not included in this bid specification.

**CODES AND REGULATIONS:** All work and material to conform to all applicable state and local building and other codes and regulations.

**NUMBER OF COPIES:** Submit **one (1) original and two (2)** copies of your quotation no later than the quotation closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (i.e. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

**FIRM QUOTATION:** All quotations shall remain firm for at least, one hundred twenty (120) days.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

**TAXES, PERMITS & FEES:** The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

**VENDOR ASSISTANCE:** Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their service requirements

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**QUOTATION REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

**BIDDERS' LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**PRICES:** Bidder agrees that prices quoted are a maximum for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, specifications or stipulations of the RFQ with which you CAN NOT or WILL NOT comply.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks shall be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.

2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

**INVOICING:** All invoices are to be delivered in duplicate to the ordering department. Each invoice shall reference the purchase order or contract no. The contractor shall obtain the "invoice to" address when receiving the order.

**PAYMENT:** County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month.

**CONTRACT TERM:** It is County's intent to contract with the successful bidder for a term of three (3) years.

**RENEWAL:** Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

**QUANTITIES:** Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

**ORDERING:** Orders will be placed as required by the various County Departments.

**TERMINATION:** The County reserves the right to terminate any resulting contract upon written notice.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all

matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**EXAMINATION OF SITE:** Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

**DAMAGE TO EXISTING WORK:** Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

**CLEAN UP:** The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

**WATER, POWER & TOILET FACILITIES:** Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

**COORDINATE WORK WITH OWNER:** Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

**INSPECTION:** All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

**SUPERVISION:** The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

**STANDARD OF PERFORMANCE:** All work shall be performed in a good and workmanlike manner.

**SAFEGUARDS:** The contractor shall provide safeguards, in conformity with all local codes and ordinances as may be required.

**INSURANCE:**

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This

insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Mike Bartosch, 4590 E. Kings Canyon, Fresno, CA, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**BIDDER TO COMPLETE:**

Name of Insurance Carrier: \_\_\_\_\_

Public Liability: \_\_\_\_\_ Expires: \_\_\_\_\_

Automotive Insurance: \_\_\_\_\_ Expires: \_\_\_\_\_

Worker's Compensation: \_\_\_\_\_ Expires: \_\_\_\_\_

Proof of maintenance of adequate insurance will be required before award is made to vendor.

**SUBCONTRACTORS:**

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR'S LICENSE:**

Bidder to possess appropriate license for the project, in accordance with current regulations/statutes.

**Number and Class:** \_\_\_\_\_

**Date of Issue:** \_\_\_\_\_

**BONDS:**

**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond.

**BONDING COMPANY:** The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the state of California .Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**DEFAULT:** In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**ASSURANCES:** Any contract awarded under this RFQ must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

**AUDITS AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.



**BIDDER TO COMPLETE THE FOLLOWING:**

## PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

---

(Authorized Signature)

---

Title

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.**

Firm: \_\_\_\_\_

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
 Service Provided: \_\_\_\_\_

***Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.***

## CONTRACTOR RESPONSIBILITIES

### **Default Service – All Locations**

The Contractor is to provide, **for all buildings included in this RFQ**, an environment free from, but not limited to, the following pests:

- Spiders, including the removal of all spider webs from outside of all buildings
- Cockroaches and beetles
- Crickets and other hoppers
- Ants (all species), earwigs, sow bugs, silverfish and other crawling insects
- Lice, mites, bed bugs, fleas and other biting insects
- Flies, moths and other flying insects
- Weevils and other food pests
- Mice, rats and other rodents

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

**Extra Services** - These are considered “extra” unless declared as a standard requested service by a department in the Quotation Schedule.

- Gophers,
- Squirrels
- Snakes and other reptiles
- Termite inspection and eradication
- Wasps, hornets and other stinging insects nesting in the interior or exterior, up to a maximum height of two (2) stories

### **Performance**

Pesticide application shall be according to need, and not by a routine schedule unless it is a part of a regular preventative pesticide treatment or maintenance program in areas determined to be at risk for infestation by insects or rodents by inspection at the onset of the program.

All pest control service must be done to the complete satisfaction of each individual in charge of the building. The County reserves the right to cancel any contract where the service performed does not meet the satisfaction of the using department.

All rates quoted shall include any “call back” service, as requested, to control infestations, should they occur between scheduled services.

Chemicals and mechanical traps shall be applied in sufficient quantity and manner to assure effective preventative pest control.

Contractor shall respond to requests for service within twenty-four (24) hours.

Should the scheduled services not be totally effective, or interrupt institutional activities, the Contractor shall be required to provide necessary services at alternate times agreeable to the County facility at no additional cost. Complaints and service requirements, including recall work

required between scheduled service visits, must be handled within 24 hours after notification, and will be at no additional cost to the County.

## **SAFETY**

### **Chemicals**

Chemicals used for this service shall meet all Federal, State, County and Local requirements, and must be approved for their intended use and applied in a manner consistent with regulations established by the State of California – Department of Pesticide Regulation and Department of Consumer Affairs. All pesticides used shall be non-flammable and shall be secured when unattended and registered by the US Environmental Protection Agency and the State of California.

Non-offensive chemicals are to be used in interior office areas or other enclosed areas. Bidders shall submit with their bid response a listing stating all chemicals to be used, where they will be used, and for what purposes they will be used.

The Contractor shall be responsible for removing and disposing of all excess and/or unneeded chemicals, materials or equipment after the application is completed. The Contractor may not store chemicals or equipment on the facility site at any time.

Bidders with a poor compliance history as shown by review of inspection reports on file with the Department of Pesticide Regulation, Structural Pest Control Board and local County Agricultural Commissioner will not be considered for contract award.

### **Material Safety Data Sheets**

The Material Safety Data Sheet (MSDS) for each proposed chemical shall be submitted as a part of the Vendor's bid. The bidder may limit the quantity of Material Safety Data Sheets to one (1) complete set. It will not be necessary for him/her to submit a set with each of the two (2) bid copies that are required.

The Contractor must carry a Material Safety Data Sheet for the type of insecticide(s) being used at the facility.

The County will scan and provide copies of the MSDS sheets to all departmental coordinators associated with the Pest Control agreement.

### **Equipment**

Contractor will use only equipment that is suitably built so as to eliminate any possibility of damaging persons or property. The equipment shall comply with all applicable regulations and standards, including Occupational Safety & Health Administration (OSHA) and National Institute for Occupational Safety & Health (NIOSH) regulations.

Days and Hours of Service – Regular service will be performed Monday through Saturday. Times of service shall exclude those when food is being prepared or served, and at any time that it would be harmful to any person(s) working in the facility. Those facilities requiring services on pre-determined days are identified on the Quotation Schedule.

Weekend Services – Security and building occupants must be notified of all weekend pest control service 48 hours prior to service.

Compliance with Laws and Regulations - Contractor shall observe and comply with all Federal, State, City, and County laws, rules, or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's Expense.

Licenses and Permits - Contractor shall be responsible for maintaining all applicable licenses, and permits.

Personal and/or property damage - In the process of providing services for the County of Fresno, the contractor shall be responsible for any personal or property damages caused during such work or activities. Contractor shall be obligated to protect all facilities, persons, and property from damage, fire, etc. by providing prior notification of pesticide applications, and by using methods and materials that prevent damage to structures or equipment. Contractor shall have the charge, care and sole responsibility of the work and shall bear the risk of injury or damage to any part thereof by the act of the elements or any other cause, whether arising from execution or non-execution of work.

Clean, Orderly Workplace - Contractor agrees to leave the work area clean, and in proper order after service or work.

Coordination and Cooperation with County - Contractor and or his/her agent shall coordinate all work with the identified County representatives.

Accident Reports – The Contractor will immediately report, in person, all accidents whatsoever arising out of and/or in conjunction with the performance of the work, whether on and/or adjacent to the County facility which has caused death, personal injury and/or property damage, giving full details and statements of witnesses to the County designee.

Uniforms – All Contractor personnel working in or around city facilities shall wear distinctive uniform clothing and identification.

### **Locations**

The pest control services shall be performed in all buildings listed in the Quotation Schedule, occupied or unoccupied, including, but not limited to, basements, crawl spaces, offices, storage areas/rooms, closets, baseboards, plumbing and heating pipes, shelves, elevators, dumb waiters (and surrounding pits/walls/enclosures), kitchens, dining rooms, cafeterias, food preparation and storage areas, loading platforms, refuse containers (and surrounding storage areas), dorms, bedrooms, cells, lavatory and shower areas, hallways and lounge areas.

### **Scheduling and Communication**

Scheduling – Service calls shall be made by the Vendor during the generally-accepted business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and Saturdays, excluding County holidays (unless specified otherwise in Exhibit 1 or by the departmental contact person). The contracted company will provide a schedule showing what day of the month each location will be serviced

Notice of Service – The contractor shall be expected to give each using County Department 24-hour notice for each scheduled service at each location.

On-Call Service – The Contractor must be available to receive calls for call back and/or special services from 8:00 a.m. to 5:00 p.m., Monday through Saturday.

The Contractor shall report to the individual designated for each location before making any service so as to become aware of any recent pest problems. If, during the course of service,

any building disrepair which might contribute to pests is noted, the building designee must be informed in writing so that the situation may be remedied. The Contractor must also report to this designee after each service to obtain verification that service was performed. The Contractor may NOT leave a service report on a vacant desk.

The Contractor must perform a thorough detection program during every service, including, but not limited to, crack and crevice inspection utilizing a functional flashlight. Following each scheduled service, the Contractor must submit a written report to the building's designated individual listing any and all areas that remain inaccessible for pest control service, such as lockers, rooms, closets, etc.

At any location where pest service is performed (monthly or one time), if a technician of the contracted company observes food stuffs or other substances which he/she feels may be contributing to the problem, that technician should submit a written report of the findings to the appropriate department contact within 24 hours.

Before any application is made, the Contractor shall notify the building designee of any precautionary actions, if any, that may need to be taken.

If at any time a technician of the contracted company is asked by a County employee to not service a location, the appropriate department contact should be notified immediately. All service issues and conflicts should be directed to the appropriate department contact rather than County employees at service locations.

### **Service Reports**

A complete service report is required upon completion of each service. Any deficiencies noted during either service or inspection, but not listed in the above service report, shall be brought to the attention of the designated contact person or designee who will then take appropriate action to correct such deficiencies. The Service Report must be signed by the designated building representative to verify that the services were delivered. The Service Report should include:

- Building Number, 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
- Comments and Recommendations

### **Invoicing**

Each Group (see Exhibit 1) must be invoiced separately and sent directly to the corresponding department. For Group 17, each building must be on a separate invoice. Mailing addresses for each Group will be provided upon the award of the contractor. Each invoice must include (either as a separate document, or integrated into the invoice itself) the associated Service Report, which has been signed by the County departments representative. If the Invoice and Service Report are separate documents (not integrated into one), the Invoices must also include:

- Building Number, Name, and Address
- Date and Time of Service
- Name of Service Technician who provided the service

## COUNTY RESPONSIBILITIES

The services covered under this RFQ will be administered by County of Fresno, Internal Services Department - Facility Services Division.

Each facility included in this RFQ has a departmental contact person who will serve the following functions:

Serve as the contact person for the Pest Control vendor for facility-specific needs in buildings exclusively occupied by the department.

Coordinate scheduling for pest inspections and mitigation.

Serve as the communication link between the vendor and departmental personnel regarding special needs, issues, and concerns

Coordinate vendor access to the facilities, as needed.

Identify one or more additional departmental on-site representatives who will review and sign the vendor service tickets to verify that the work has been completed.

The individual locations to be serviced and the service frequency for each are stated in Exhibit 1, which is included as a part of this RFQ.

## CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

*Check off each of the following:*

1. \_\_\_\_\_ Front page of the Request for Quotation (RFQ) has been signed (original signature) and completed.
2. \_\_\_\_\_ One (1) original and two (2) copies of the RFQ have been provided.
3. \_\_\_\_\_ Addenda, if any, have been completed, signed and included in the bid package.
4. \_\_\_\_\_ The completed *Reference List* as provided with this RFQ.
5. \_\_\_\_\_ The *Quotation Schedule* as provided with this RFQ has been completed, priced reviewed for accuracy and any corrections initialed in ink.
6. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
7. \_\_\_\_\_ The *Participation* page as provided within this RFQ has been signed and included
8. \_\_\_\_\_ One (1) complete set of MSDS for all products used.
9. \_\_\_\_\_ *Bidder to Complete* page as provided with this RFQ.
10. \_\_\_\_\_ Specification, descriptions etc. for items offered under bidder(s) quotation.
11. \_\_\_\_\_ Evidence of possession of any required certifications.
12. \_\_\_\_\_ Bidder must submit a detailed description of their quality assurance program which would be used to ensure a successful contract. This should include the frequency of quality inspections and visits, standards of performance, and all else. Please submit this plan on a separate piece of paper.
13. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFQ No. <u>  926-5231  </u>
Closing Date: <u>  February 27, 2014  </u>
Closing Time: <u>  2:00 P.M.  </u>
Commodity or Service: <u>  Pest Control  </u>

**This Checklist does not need to be returned with your bid.**



## **ATTACHMENTS**

**Quotation Schedule**

**Exhibit 1 – Facility List**

**Exhibit 2 – Gopher Boundaries at JJC**