

# ZONE 7 WATER AGENCY



## Request For Proposals No. 2024-11

Issued January 16, 2024

For

### PEST CONTROL SERVICES

**Mandatory Site Visit(s):** Jan. 30 & 31 (2 days) *Both days MUST be attended to submit a bid*

Date: Jan. 30, 2024  
8:00 a.m. – 9:30 a.m. Patterson Pass Water Treatment Plant, 8750 Patterson Pass Rd., Livermore  
10:00 a.m. – 11:30 a.m. Del Valle Water Treatment Plant, 901 E. Vineyard Ave. Livermore  
1:00 p.m. – 4:00 p.m. Distribution/Wellfield locations. Meet at 5997 Parkside Dr., Pleasanton

Date: Jan. 31, 2024  
8:00 a.m. – 8:30 a.m. Zone 7 Administration Bldg., 100 N. Canyons Pkwy. Livermore  
9:00 a.m. – 12:00 p.m. Flood Control Channels (Will meet at Zone 7 Admin Building)

**Question Deadline:** 2:00 p.m. local time, Feb. 5, 2024

**Submittal Deadline:** 2:00 p.m. local time, Feb. 9, 2024

**Submittal Location:** Hard Copy:  
Zone 7 Water Agency  
Attn: Purchasing - RFP 2024-11  
100 North Canyons Parkway  
Livermore, CA 94551  
Or Email - [kbartels@zone7water.com](mailto:kbartels@zone7water.com)

**Contact Person:** Karen Bartels  
Buyer II  
Phone: 925.454.5039  
Email: [kbartels@zone7water.com](mailto:kbartels@zone7water.com)

## **ABOUT ZONE 7 WATER AGENCY**

Zone 7 Water Agency, (hereinafter referred to as District) is part of the Alameda County Flood Control and Water Conservation District, which is a dependent special district of Alameda County. The District is responsible for providing wholesale treated and untreated water, flood control and groundwater management in the Livermore-Amador Valley.

The District's Administrative office is located at 100 North Canyons Parkway, Livermore, CA 94551. The District has two main operations facilities located in Livermore, distribution sites located throughout the cities of Pleasanton and Livermore, CA and maintains 37 miles of flood control channels.

### **1.0 REQUEST FOR PROPOSAL**

The District is seeking professional, qualified, and experienced pest control management services for District's water treatment facilities, Administration building, and Flood Control Channels.

Pest control services shall include the use of Integrated Pest Management (IPM). IPM is a process for achieving long-term environmentally sound pest suppression and prevention through the use of a wide variety of technological and management practices. Control strategies in an IPM program include:

Inspection, monitoring, and record-keeping to determine if thresholds for acceptable pest levels have been exceeded and to select the location, timing, and type of management strategies needed to successfully manage pests.

Coordination among all facilities management programs that have a bearing on the pest control effort.

Appropriate and site-specific treatments are selected from educational, cultural, manual, mechanical, physical, biological, and chemical strategies. They are used within an integrated program to achieve long-term solutions that minimize hazards to human health and the environment.

Reduced-risk chemical controls are included in the treatment program when non-chemical methods are insufficient to solve the pest problem in an effective and affordable manner.

It is the intent of these specifications to describe the pest control services required by the District, and to procure the most environmentally preferable products and methods with equivalent or higher performance and at equal or lower cost than traditional products.

District locations stated or not, may be added or deleted at any time during the term of the contract and any extensions thereof. The Contractor will be notified prior to the addition or deletion of locations.

The District intends to award a three-year (3) contract with the option to renew annually for up to 2 additional years to the Bidder selected meeting the District's requirements as stated in this RFP.

The successful Proposer will be expected to execute the Services Agreement included with this RFP.

## 2.0 Calendar of Events

1. RFP Release Jan. 16, 2024

2. Pre-Proposal Meeting & Site Visits

Date: Jan. 30, 2024

8:00 a.m. – 9:30 a.m. Patterson Pass Water Treatment Plant, 8750 Patterson Pass Rd., Livermore

10:00 a.m. – 11:30 p.m. Del Valle Water Treatment Plant, 901 E. Vineyard Ave. Livermore

1:00 p.m. – 4:00 p.m. Distribution/Wellfield locations. Meet at 5997 Parkside Dr., Pleasanton

Date: Jan. 31, 2024

8:00 a.m. – 8:30 a.m. Zone 7 Administration Bldg., 100 N. Canyons Pkwy. Livermore

8:30 a.m. – 12:00 p.m. Flood Control Channels (Will meet at Zone 7 Admin Building)

3. Due Date for Questions 2:00 p.m., Feb. 5, 2024

4. **Proposal Due Date 2:00 p.m., Feb. 9, 2024**

5. Evaluation Period Feb. 13-15, 2024

6. Board Recommendation (if required) Feb. 21, 2024

7. Contract Start Date Mar. 1, 2024

*This schedule is subject to change as necessary*

## 3.0 ACRONYMS AND ABBREVIATIONS USED HEREIN

<u>This:</u>	<u>Means:</u>
BPO	Blanket Purchase Order
RFP	Request For Proposal
District	Zone 7 Water Agency
Contractor	Successful Proposer
IPM	Integrated Pest Management
NPDES	National Pollutant Discharge Elimination System

## 4.0 SCOPE OF SERVICES

### 4.1 Background

On June 16, 2010, Zone 7 Water Agency's Board of Directors unanimously passed a resolution establishing Zone 7's Integrated Pest Management (IPM) Policy on pesticide use at Zone 7 facilities. The purpose and intent of this policy is to ensure that all those who apply pesticides to property owned or managed by Zone 7, utilize integrated pest management practices to eliminate or reduce pesticide applications on Zone 7 owned property to the maximum extent feasible, and take all reasonable precautions to ensure that pest control activities do not threaten the environment or human health. A copy of Zone 7's IPM is attached. (Exhibit A)

The Clean Water Program was formed jointly by public agencies in Alameda County per a Memorandum of Agreement. The member agencies include the fourteen (14) cities in Alameda County, the County of Alameda, the Alameda County Flood Control and Water Conservation District, and Zone 7 Water Agency. The member agencies jointly share in the responsibilities to carry out the requirements of the Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Municipal Storm Water

Permit (MRP), NPDES No. CAS612008, Order No. R2-2009-0074, issued by the California Regional Water Quality Control Board, San Francisco Bay Region.

#### 4.2 Scope of Services

The Contractor shall furnish all supervision, labor, materials, and equipment, necessary to accomplish the inspecting, monitoring, assessment, pest proofing, pesticide application, trapping, pest removal/relocation/disposal, and backfilling of burrows with soil on all Zone 7 owned and maintained flood control channel and facilities located within the cities of Pleasanton, Dublin, and Livermore.

The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

All pest control services shall be performed in accordance with Federal, State and Local rules and regulations presently established, or those which may be established during the term of the any contract awarded by way of this RFP. Any and all chemical products used shall be approved for their intended use, and applied in a manner consistent with regulations established by the State of California-Cal OSHA.

Pest control services shall be performed in all buildings, grounds, well sites and flood channels listed on Exhibit B, occupied or unoccupied, including, but not limited to, offices, basements, crawl spaces, storage areas /rooms, closets, baseboards, plumbing and heating pipes, shelves, elevators, dumb waiters and surroundings pits, walls / enclosures, kitchen, dining room, food preparation and storage areas, loading platforms, refuse containers and surrounding storage areas, locker rooms, lavatory and shower areas, hallways, lounge areas, facility grounds in and around building structures.

The Contractor shall perform a thorough inspection during every pest control service, including, but not limited to crack and crevice inspection and use of a functional flashlight.

Pests include but are not limited to:

Spiders, cockroaches and beetles

Crickets, and other hoppers

Ants (all species), earwigs, sow bugs, silverfish and other crawling insects

Snakes

Lice, mites, bed bugs, fleas and other biting insects

Wasps, hornets and other stinging insects nesting in the interior or exterior, up to a max. height of two (2) stories

Flies, moths and other flying insects

Weevils and other food pests

Mice, rats, ground squirrels and other rodents

Skunks

#### Flood Control Channels:

Targeted pests include: Group (A) gophers, moles, ground squirrels (using pesticide treatment) and Group (B) red-tailed fox (using trapping and relocation/disposal method). Pest control for wasps, hornets, and other stinging insects may also be required on an as-needed basis.

The District has a particular need in mitigating ground squirrels and rattlesnakes at the water treatment facilities, and rodents and spiders at the wellsite buildings. Proposer shall demonstrate their methods for controlling and reducing these and the other pests listed. Exhibit C, Zone 7 Water Agency SOP, Managing Pest Control Services Contract, further describes the services required.

#### 4.2.a. IPM Action Plan

The Contractor shall submit a IPM Action Plan to the District's Purchasing department for each service address/location at least five (5) working days prior to the starting date of the contract. For example, there are three main departments requiring services: Del Valle Water Treatment Plant, Patterson Pass Water Treatment Plant, and the Distribution / Wellfield facilities. Within each of these locations there are sublocations. Upon receipt of the IPM Action Plans, the Buyer will disseminate to each facility supervisor to review. Upon this review, the Buyer will notify the Contractor a decision regarding its acceptability within two (2) working days. If aspects of the IPM Action Plan are incomplete or disapproved, the Contractor shall have two (2) working days to submit revisions. The contractor shall be on-site to perform the initial service visit for each building within the first five (5) working days of the contract. Exhibit N, IPM Action Plan, suggests requirements to include in the plan.

#### 4.3 Frequency/General Work Hours

##### **Operations Facilities and Administration Bldg.:**

Pest Control Services shall consist of a minimum of six (6) services per calendar year. One (1) service in each of the following months on a day(s) to be agreed upon between the facility manager and the Contractor.

March, April, May, July, September, and November.

Facility managers have discretion to revise the schedule. Facility managers may also request additional services as needed. The contractor is to arrange for the specific service dates at least one (1) week in advance. The Contractor shall provide detailed, site-specific recommendations for a service schedule and structural and procedural modifications to aid in pest prevention. All regular services shall be performed Monday through Friday between 8:00 a.m. and 5:00 p.m.

##### **Flood Control Channels:**

Contractor shall perform inspection in all flood control channels and facilities on a monthly basis (year round) and shall apply treatment and/or trapping on an as-needed basis immediately thereafter upon inspection results and evidence discovered from the monthly inspection. All regular services shall be performed Monday through Friday between 6:00 a.m. and 5:00 p.m.

Should the scheduled services not be effective, or interrupt institutional activities, the Contractor shall be required to provide necessary services at alternate times, agreeable to the District facility, at no additional cost. Complaints and unscheduled service requirements, including recall work required between scheduled service visits, shall be handled within twenty-four (24) hours after notification and will be at no additional cost to the District. With District authorization, call backs or additional service may be handled by an individual(s) other than the regular service person, so as to not interfere or delay the scheduled service.

On occasion, the District may request that the Contractor perform as needed, special, or emergency services that are beyond routine service requests. The District requests Contractor be available for emergency eradication services within three (3) hours after receipt of the request. **Contractor shall quote their hourly fee for as needed and emergency eradication services.**

All Contractor(s) personnel working in or around District building/sites shall wear distinctive uniform clothing.

#### 4.4 Check-In/Check-Out

Contractor shall check in prior to performing any services at the Del Valle and Patterson Pass Water Treatment Plant and shall check out after performing services. Check-in/check-out shall consist of entering visitor log book with date, time and signature of technician.

Services for the Distribution/Wellfield locations will require District personnel to be present to allow access; therefore, prior scheduling is required.

Services for the flood control channel will be coordinated/scheduled with District personnel.

Contractor(s) shall not leave a service report on a vacant desk. Each service report shall be signed by the facility manager or if he/she isn't available, an Operator and must leave paperwork at an appropriate location upon check-out. The District will not pay for any service prior to the service being performed.

#### 4.5 Record Keeping

*Communication with each Facility Manager is important. The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in the contract. These records shall be kept on-site and maintained on each visit by the Contractor. These records may instead be maintained electronically online in a format accessible by District.*

Each logbook or file shall contain at least the following information:

- IPM Action Plan: A copy of the Contractor's approved IPM Action Plan, including labels and MSDS sheets for all pesticides used, brand names of all pest control devices and equipment used, and the Contractor's service schedule for the facility or location.
- Pest Control Service Report Forms or an equivalent. These forms will be used to advise the contractor of routine service requests and to document the performance of all work, including emergency work. Upon completion of a service visit to the building or site, the Contractor's technician performing the service shall complete, sign, and date the Pest Control Service form and return it to the logbook or file on the same or succeeding day of the services rendered. The Pest Control Service form will include a detailed description of the service, including, the date, facility being serviced or flood channel ID number, channel name and city, the overall conditions of the facility or location, chemicals used, quantity of chemicals used. (A list of the flood channels and map is attached (Appendix A))

#### 4.6 Meetings

The Contractor shall attend periodic meetings as requested by the District.

#### 4.7 Resources Available – Water

The Contractor shall inform the District of its water needs and request that the District designate locations at which connections may be made.

**WARNING: CONTRACTOR SHALL NOT USE ANY DISTRICT PIPELINE OR HOSES FOR SUPPLYING POTABLE WATER TO ITS EMPLOYEES OR SUBCONTRACTORS FOR DRINKING WATER.**

#### 4.8 House Keeping and Rubbish Control. *See Attachment Blank, Special Provisions for Services, Cleanup.*

Care shall be taken to prevent any spillage. Any such spillage shall be immediately contained and removed and the area cleaned at the Contractor's expense.

### 5.0 **USE OF PESTICIDES**

Contractor(s) shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with and reported, when required, to the U.S. Environmental Protection Agency (EPA), and the California Department of Pesticide Regulation. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal and state laws and regulation. Contractors must obtain permits when necessary for any Restricted Use

Pesticides. Contractor must register with the County of Alameda Agricultural Commissioner as required by law.

Contractor shall adhere to the following rules for pesticide use:

Approved Products: Contractor shall not apply any pesticide product that has not been approved for the use by federal and state regulatory agencies.

Pesticide Storage: Contractor shall not store any pesticide product on District property.

Application by Need: Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area and that pesticide use is necessary as a last resort. Requests for preventative pesticide treatments in areas where surveillance indicates a potential insect or rodent infestation will be evaluated by the District on a case-by-case basis.

Minimization of Risk: When pesticide use is absolutely necessary, Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticides necessary to achieve control.

Emphasis on Non-Pesticide Methods: Contractor shall use non-pesticide methods of control wherever possible.

Specific Requirements: Under the requirements of the MRP, permittees shall implement an IPM program that includes the reduction, phase-out or elimination of pesticides, which cause impairment of surface waters. The pesticides of concern include: organophosphorous pesticides (chlorpyrifos, diazinon, and malathion); pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin); carbamates (e.g., carbaryl); and fipronil. The Contractor **shall avoid applying these pesticides** to the maximum extent possible. The following pesticides or toxins are restricted by Zone 7 and shall not be used, in any manner or form, to service Zone 7 facilities:

Pesticides linked to cancer, (US EPA Class A, B and C carcinogens and chemicals known to the state of California to cause cancer under Proposition 65);

Pesticides that cause birth defects or reproductive or developmental harm (identified by the US EPA or known to the State of California under Proposition 65 as reproductive or developmental toxins);

Pesticides that interfere with human hormones;

Pesticides identified by the State of California on the Groundwater Protection List (Section 13145(d), Food and Agricultural Code, Division 6. Pest Control Operations);

Pesticides classified as Toxicity Categories I and II by US EPA;

Pesticides containing active ingredients that are known to threaten water quality;

Carbamate or organophosphate pesticides; and

Foggers, bombs, fumigants or sprays that contain pesticides identified by the state of California as potentially hazardous to human health (CFR 6198.5).

The Contractor shall provide, in advance to the District, copies of the Material Safety Data Sheets (MSDS) and container labels for all pesticides and toxins that may be used in District buildings or grounds.

**Contractor(s) shall also provide a copy of their IPM program with their proposal.**

## 6.0 BIDDER QUALIFICATIONS & EXPERIENCE

### Minimum Requirements

- Bidder must have five (5) years of experience with industrial, commercial, or institutional accounts.
- Bidder shall be **IPM-trained or certified and shall submit copies of such certification with their bid.**
- Pest control contractors providing service to Zone 7 must be licensed by the State of California Department of Pesticide Regulation, and IPM trained or IPM certified. Contractors shall submit copies of appropriate valid licenses/certificates and documentation of IPM certification and/or training prior to execution of a contract with Zone 7.
- Contractor's representative performing work at Zone 7 facilities must have appropriate IPM experience and a pest control Qualified Applicators License (QAL) or a Qualified Applicators Certificate (QAC) from the California Department of Pesticide Regulation.

Offers will be accepted only from bidders who have significant experience in providing the Pest Control Services specified herein. **Proposals must include:**

- Proof of any of the minimum bidder requirements noted in the previous section;
- A description of the company's history
- A statement of qualifications and experience of the company. This should include the number of trained and properly licensed service personnel employed to provide satisfactory service to all facility locations specified. Also include how many technicians you recommend for this contract and if they will be dedicated to the contract.
- Dun & Bradstreet financial report (if available)

## 7.0 DELIVERABLES

The following provides an outline of desired deliverables to be provided to the District during the contract period.

7.a. **IPM Action Plan.** (Refer to Scope of Services, 4.2.a) The Contractor shall be responsible for carrying out work according to the approved IPM Action Plan. The Contractor must receive the concurrence of each facility supervisor prior to implementing any subsequent changes to the approved IPM Action Plan, including additional or replacement pesticides and on-site personnel.

7.b. Quarterly Pesticide Use Summary Report: A detailed listing of all manufacturer and product name, pesticide type, and total quantity of each pesticide used to service District facilities on a quarterly basis. The report shall include a detailed description of any substitute product used as a replacement, and list the product that is being replaced. Contractor shall be able to provide copies of receipts and invoices for products used if requested by District. These reports shall be **due by October 15<sup>th</sup> (for July 1 – September 30); January 15<sup>th</sup> (for October 1 to December 31); April 15<sup>th</sup> (for January 1 to March 30); and July 15<sup>th</sup> (for April 1 to June 30).**

Reports shall be submitted to:



Zone 7 Water Agency  
Attn: Procurement  
100 N. Canyons Pkwy.  
Livermore, CA 94551  
Fax: 925.454.5725

## **8.0 EVALUATION CRITERIA**

The selection of the Contractor and subsequent contract award will be based on the criteria contained in this RFP, as demonstrated in the submitted proposal. Bidders should submit information sufficient for the District to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection. Keep in mind:

Proposal should demonstrate the qualifications, experience, and capacity of Bidder to provide the services in conformity with the requirements of this RFP.

The Proposal must also demonstrate the qualifications of the particular staff to be assigned to the project.

The Proposal should specify a specific approach that will meet the RFP requirements.

Proposals that meet the submittal requirements will be evaluated by the District based on the following criteria (in no particular order):

General Response. Quality and comprehensiveness of the proposal (5%)

Specific qualifications, experience, and capacity, and appropriate licenses applicable of the primary personnel to be assigned to the project (35%)

Service approach (30%)

Price (30%)

Proposer's past performance on services (references) of similar scope and size will be reviewed/evaluated but not scored.

## **9.0 INSURANCE REQUIREMENTS**

The successful Proposer must carry and maintain, at the successful Proposer's expense, at all times during the term of the agreement not less than the following coverage and limits of insurance which must be maintained with insurers and under forms of policies satisfactory to the District.

Prior to award, the successful Proposer must submit proof of insurance within ten (10) calendar days of Notice of Award or District may withdraw the award. The insurance company must be an admitted carrier in the State of California with an A.M. Best rating of A-IV or better.

## **10.0 PROPOSAL INSTRUCTIONS**

### **10.1 General**

Proposer is encouraged to review this RFP carefully in its entirety prior to preparation of its Proposal. The District reserves the right to reject any or all Proposals or to select the Proposal(s) most advantageous to the District. The District reserves the right to verify all information submitted in the Proposal.

10.1.a. The District reserves the right to amend the RFP or to issue Addenda to the RFP for any reason.

10.1.b. The District reserves the right to reject any and all Proposals and to waive any informality, irregularity, or technicality in any Proposal. The posting of this RFP is not a guarantee that the specified services will be purchased by the District.

10.1.c. Proposer may withdraw or modify its Proposal only if the District receives such request before the Submittal Deadline.

10.1.d. The District will not be responsible for Proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the District.

10.1.e. The District will not compensate any Proposer for the cost of preparing any Proposal, and all materials submitted with a Proposal will become the property of the District. The District will retain all Proposals submitted.

10.1.f. All Proposals and all evaluation and/or scoring sheets will be available for public inspection at the conclusion of the selection process.

10.1.g. Submission of a Proposal constitutes acceptance by Proposer of the conditions contained in this RFP unless otherwise clearly and specifically noted in the Proposal submitted and confirmed in the Professional Services Agreement between the District and the Proposer selected.

## 10.2. Inspection of Buildings And Surrounding Areas

Contractor is required to perform a detailed evaluation of the existing structural and sanitary conditions of all the buildings and surrounding areas specified prior to submitting their proposal. Any conditions that may prevent the Contractor(s) from successful completion of the services required should be noted as a part of their response.

To facilitate an initial inspection, the District will schedule a Pre-Proposal Site Visit and Walk Through. Any verbal information obtained from or statements made at the time of the site inspection that are contrary to this RFP shall not be construed, in any way, to alter the requirements of this document. Contact may be made with the individual listed at each location for permission to inspect the sites and discuss the service requirements and the amount of time required to provide thorough service. All pest control services shall be done to the satisfaction of each individual in charge of the individual District site location.

## 10.3 Proposal Format

Proposal should be clear, accurate, and comprehensive. Proposal shall be organized and numbered in the order presented below:

Company or Contractor's name, and contact person(s), including corporate office and local office address, city, state, zip code, telephone number, fax number, web site address, and e-mail address.

Company description, including the number of customers serviced annually, location, and number years the company has been in business. Please provide a comprehensive listing of all types of pest control categories offered by your company.

Proposed Scope of Services. The scope of services should reflect the Scope of Services section of this RFP and where deviations are suggested they need to be spelled out in the Deviations section of the Proposal. Proposals should include suggested schedules or methods of pest management that Contractor thinks would offer the best service and value to the District.

Describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels.

Names and specific qualifications, experience, skill set fit, and appropriate licenses held, if applicable, of the primary staff to be assigned to the contract. Provide copies of State Operator's license. Failure to do so may be cause for bid rejection. All Pest Control personnel shall hold valid and current State Applicator's or Branch II Field Representative licenses for the entirety of the contract. Bidder shall provide this information for each licensed applicator with their proposal. Supply copies of all other licenses and certifications their company possesses for doing pest control services.

Quality Assurance: Bidder shall submit a detailed description of their quality assurance program intended to ensure a successful pest abatement program with their proposal. This shall include, but not be limited to, the frequency of quality assurance inspections and visits, forms used, standards of performance and all other acts performed to ensure a successful pest abatement program.

Describe your company's communication protocols with customers.

Describe the type of trainings provided to your employees.

References. Provide a list of at least three (3) references of customers for which it has performed projects of substantially the same size and scope as that specified herein. The list must contain the following information:

- Name of customer
- Address/location of services
- Contact person
- Phone number
- Email address of contact person
- Description of services performed

Provide a fixed cost for pest control services plus an hourly rate for emergency and as needed services. Costs must be inclusive of all anticipated travel, per-diem, and other incidental costs and charges.

Deviations from the RFP. Detail any proposed deviations from the scope of services or any other requirement specified in this RFP.

#### 10.4. Submittal

ONE ORIGINAL and TWO COPIES of each proposal must be submitted on or before the Submittal Deadline. **Please mark each "original" or "copy."**

Proposals must be submitted in a sealed package to the following address:

Zone 7 Water Agency  
**Purchasing – RFP No. 2024-11**  
100 North Canyons Pkwy.  
Livermore, CA 94551

### 10.5. Selection Process

After the Submittal Deadline, the District will review all proposals for the minimum qualifications. Those meeting the minimum qualifications will be rated by an Evaluation Team. At the District's discretion, Proposers may be invited to come in for an interview or the District may call for any clarification needed. Please note that cost may not be the deciding factor in the final selection. The District reserves the right to award to more than one contractor if it deems it in the best interest of the District.

### 10.6 Anticipated Timeline

The District intends to initiate this contract on March 1, 2024 depending on the final contract amount. Proposers to this RFP must be able and willing to commit the necessary resources to provide the services described in this RFP.

## EXHIBIT LIST

Exhibit A	Zone 7 Integrated Pest Management Policy (IPM)
Exhibit B	Service Locations ( <i>Operations and Flood Control Channels</i> )
Exhibit C	Zone 7 Standard Operating Procedure (SOP) – Managing Pest Control Contract Services
Exhibit D	Proposal Acknowledge
Exhibit E	Bid Form
Exhibit F	Exceptions/Deviations Form
Exhibit G	Sample Standard Agreement
Exhibit H	Proposal Terms & Conditions
Exhibit I	Bid Protest Policy and Procedures
Exhibit J	Non-Collusion Affidavit
Exhibit K	Acknowledgment of Insurance
Exhibit L	References form
Exhibit M	Sample IPM Action Plan
Exhibit N	Proposal Checklist
Appendix A	Flood Control Channel Service Locations & Maps

## EXHIBIT A

### INTEGRATED PEST MANAGEMENT PLAN (IPM) POLICY AND PROCEDURE

<b>POLICY TITLE:</b> <b>Integrated Pest Management Policy</b>	<b>NUMBER:</b> <b>2023-01</b>	<b>PAGE:</b> <b>1 of 2</b>
<b>APPROVED BY:</b> <b>Zone 7 Board</b>	<b>REVISION:</b>	<b>EFFECTIVE DATE:</b> <b>September 20, 2023</b>

#### 1.0 BACKGROUND

The California Regional Water Quality Control Board, San Francisco Bay Region (Water Board), regulates discharges of stormwater into the San Francisco Bay through National Pollutant Discharge Elimination System (NPDES) permits. Zone 7 is a member the Alameda Countywide Clean Water Program and is a permittee of the Municipal Regional Stormwater NPDES Permit, No. CAS612008 (MRP). Zone 7 developed the initial Integrated Pest Management (IPM) program in 2002 pursuant to the NPDES Permit issued to the members of the Alameda Countywide Clean Water Program, the MRP's predecessor. In 2010, Zone 7 adopted the IPM Policy as required by the previous version of the MRP.

#### 2.0 PURPOSE

Zone 7's Vision Statement is to provide excellent water and flood protection services to enhance the quality of life, economic vitality, and environmental health of the communities we serve. To fulfill this Vision Statement, Zone 7 is committed to operating its water and flood protection facilities in an environmentally sensitive manner to protect the health and vitality of urban streams. As part of this Policy, Zone 7 is committed to training appropriate personnel on the Policy, performing monitoring and inspections to protect urban streams, and providing public information and outreach to promote community awareness of watershed stewardship. Specifically, MRP Provision C.9, Pesticides Toxicity Control, seeks to prevent impairment of urban streams by pesticide-related toxicity. This provision requires Permittees to adopt and implement an IPM policy that minimizes reliance on pesticides that threaten water quality as defined by the **MRP**.

#### 3.0 SCOPE

This Policy applies to all facilities maintained by Zone 7 where pest management services are performed. Zone 7 uses contractors to perform its pest management activities. These services are conducted on flood protection channels, water treatment sites, well fields, pump stations, pipeline appurtenances, reservoirs, and office buildings.

#### 4.0 DEFINITIONS

When implementing this Policy, the following terms shall have the meanings hereinafter set forth unless the context indicates otherwise:

## Integrated Pest Management Policy No. 2023-1

Pest:	Any of the following that is, or is liable to become, dangerous or detrimental to the agricultural or nonagricultural environment, including but not limited to the following: <ul style="list-style-type: none"> <li>a) Any insect, predatory animal, rodent, nematode, or any plant which grows where not wanted</li> <li>b) Any terrestrial, aquatic, or aerial plant or animal, virus, fungus, bacteria, or other microorganism</li> </ul>
Pesticide:	Includes herbicides, insecticides, fungicides, rodenticides, etc.
IPM:	<p>Integrated Pest Management is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines (and when it has been concluded that the use of non-chemical controls is insufficient), and treatments are made with the goal of removing only the target organism.</p> <p>Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment (California Department of Pesticide Regulation, 2018).</p>

## 5.0 GENERAL PROVISIONS

The following provisions shall apply to all of Zone 7's pest management activities unless otherwise provided for herein:

- (a) Zone 7 shall continue to implement its pest management program in accordance with all applicable state, federal, and local regulations and permits, including the applicable Municipal Regional Stormwater NPDES Permit.
- (b) Zone 7 shall continue to consider least toxic methods such as biological, cultural, mechanical, and chemical methods to accomplish pest management. Zone 7 may select a combination of biological, cultural, mechanical, and chemical techniques to the extent feasible and limit the use of pesticides considered a threat to water quality.
- (c) All Zone 7 pest management contractors shall implement the IPM Policy and Zone 7's pest management standard operating procedure.

### HISTORY

Date	Action	Resolution
2002	Originally developed	No Resolution, staff level program only
June 16, 2010	Adopted	10-34010
June 15, 2022	Rescinded	22-41
September 20, 2023	Adopted	23-66

EXHIBIT B  
ZONE 7 WATER AGENCY  
Pest Control Services Locations

FACILITY	FACILITY CONTACT	APPROX SQ. FT.	APPROX SITE SQ. FT.	LINEAR FT. (L x W)
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<b>North Canyons Administrative Offices</b> <b>100 North Canyons Parkway, Livermore</b>	Donna Fabian, Executive Assistant 925.454.5007	Indoor 37,000  Outdoor 118,000	155,000	250' x 620'
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<b>Patterson Pass Water Treatment Plant</b> <b>8750 Patterson Pass Rd, Livermore</b> <i>Letter in <b>Bold</b> corresponds to included map</i>	Alfonso Yasonia, Facility Supervisor,		624,000	<u>Plant Property:</u> 780' x 800' plus 340' x 520'
Patterson Pass Water Treatment Plant – <b>A</b> - Control Building	925.454.5728  or mobile 925.453.9509	2,600	see above	65' x 40'
Patterson Pass Water Treatment Plant <b>B</b> - UF Building		6300	see above	70' x 90'
Patterson Pass Water Treatment Plant <b>C</b> - Safety Offices / Conference room -		2,100	see above	60' x 35'
Patterson Pass Water Treatment Plant <b>D</b> - Ozone Generation Building		3,808	see above	68' x 56'
Patterson Pass Water Treatment Plant <b>E</b> - Filter Structure		13,600	see above	160' x 85'
Patterson Pass Water Treatment Plant <b>F</b> - Ozone Contact Structure		3,800	see above	100' x 38'
Patterson Pass Water Treatment Plant <b>G</b> - Analyzer Building		1,440	see above	24' x 60' with an additional 24' x 20' roofed carport
Patterson Pass Water Treatment Plant <b>H</b> - Emergency Generator Housing		360	see above	40' x 9'
Patterson Pass Water Treatment Plant <b>I</b> - Storage Building at Clarifier 2		336	see above	28 x 12

<b>Del Valle Water Treatment Plant</b> 901 E. Vineyard Ave. Livermore <i>Letter in <b>Bold</b> corresponds to included map</i>	John Brixie, Facility Supervisor 925.454-5796 or mobile 925.872.5201		1,263,240	<u>Plant Property:</u> 1800 x 1600 x 2100;
Del Valle Water Treatment Plant <b>A</b> - Control Building		upstairs & downstairs 12,000	see above	75 x 80
Del Valle Water Treatment Plant - <b>B</b> - Electrical Rooms 1 & 2		520	see above	20 x 26
Del Valle Water Treatment Plant - <b>C</b> - Electrical Room 3		288	see above	12 x 24
Del Valle Water Treatment Plant - Water <b>D</b> - Quality Laboratory Bldg.		4,420	see above	48 feet x 79 feet for lab and offices, 10 feet x 79 feet front area, 10 feet x 49 feet patio, 20 feet x 48 feet roofed terrace
Del Valle Water Treatment Plant <b>E</b> - Maintenance Shop		5,250	see above	truck port 89 x 50 with "L" shaped mezzanine 10 x 50 and 47 x 12 corridor
Del Valle Water Treatment Plant - <b>F</b> - Electrical/Instrumentation /Storage (includes interior and exterior area) shipping containers		960	see above	60' x 45'
Del Valle Water Treatment Plant <b>G</b> - Maintenance Trailer #1 (north) and associated parking		1,200	see above	24 x 60
Del Valle Water Treatment Plant <b>H</b> -Maintenance Trailer #2 (south) and associated parking		1,440	see above	60' x 24'
Del Valle Water Treatment Plant <b>I</b> -Maintenance Parking area west of recovery ponds		11,000	see above	220' x 50' outdoor pad
Del Valle Water Treatment Plant <b>J</b> - Hazardous Materials Storage Bldg.		400	see above	10' x 40'
Del Valle Water Treatment Plant <b>K</b> - Ozone Generation Building -		4,200	see above	70' x 60'
Del Valle Water Treatment Plant <b>L</b> - Ozone Contact Structure -		880	see above	22 x 40
Del Valle Water Treatment Plant <b>M</b> – DAF Building		5,100	see above	85' x 60' (each floor)
Del Valle Water Treatment Plant <b>N</b> - Emergency Generator Housing		360	see above	40' x 9'
Del Valle Water Treatment Plant <b>O</b> - Solids Handling Bldg. (by WMB)		336	see above	12 x 28
Del Valle Water Treatment Plant <b>P</b> - Booster Pump Station		924	see above	22 x 42



<b>Parkside Office and Field Facilities</b> – Parkside Dr., Pleasanton	Josh Chapman, Facility Supervisor  Office 925.454.5094 Mobile 925.667.8280-	Indoor 8,178 Outdoor 15,822	24,000	87 feet x 94 feet
<b>Mocho 1</b> - 2722 Santa Rita Rd., Pleasanton		525	9800 (fenced area)	35 x 15
<b>Mocho 2</b> - 2552 Santa Rita Rd., Pleasanton		100	15,400 (fenced area)	10 x 10
<b>Mocho 3</b> - 2703 Santa Rita Rd., Pleasanton		2010	none - easement only	75 x 24, 14 x 15
<b>Mocho 4 &amp; Mocho Groundwater Demineralization Plant (MGDP)</b> - 5215 Stoneridge Dr., Pleasanton		13,367	rough est. 80,000	137x109
<b>COL 1 (Chain of Lakes)</b> - 2655 El Charro Rd., Livermore		5720	50,800 (fenced area)	110x52
<b>COL 2</b> - 2633 El Charro Rd., Livermore		1147	10,800 (fenced area)	37x31
<b>COL 5</b> - 2605 El Charro Rd., Livermore		1147	10,800 (fenced area)	37x31
<b>Hopyard 6</b> (Pump house and ammonia building) - 5997 Parkside Dr. Pleasanton		720, 196	9,000 (fenced area)	36 x 20, 14 x 14
<b>Hopyard 9</b> – Ken Mercer Sports Park, Pleasanton		352	6400 (fenced area)	22 x 16
<b>Stoneridge Treatment Plant</b> (Pump house, Ammonia building, electrical room) 3750 Stoneridge Dr., Pleasanton		960, 468, 196	26,000 (fenced area)	40 x 24, 18 x 26, 14 x 14
<b>Valley Pump Station</b> – 3100 Valley Avenue, Pleasanton		3,420	90,000 (fenced area)	95' x 36'
<b>Silver Oaks Pump Station</b> – 3998 Silver Oaks Way, Livermore		2500	pump enclosure (no roof)	Fenced outdoor area roughly 30 x 100, no indoors.
<b>Kitty Hawk Pump Station</b> – 29 East Airway Blvd, Livermore		800	12,900	20 feet x 40 feet
<b>Vasco Control Station</b> – 5905 Northfront Road, Livermore		450	12,100	33 feet x 15 feet
<b>Dougherty Reservoir</b> - 75' east of Stagecoach and Topaz Circle, Dublin		Circumference = 471' (diameter= 150')	50,000 sq.ft (includes grounds)	NA

**Refer to Attachment B-1 for Flood Control Service Locations and Mapping**

Patterson Pass WTP site map



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Del Valle WTP site map





## Exhibit C

<b><u>Title:</u></b>  <b>Managing the Pest Control Contract</b>	<b>SOP Number:</b>	Z7-30-22
	<b>Revision Date (&amp; initial):</b>	<b>AW 11/06/23</b>
	<b>Review Date (&amp; initial):</b>	<b>AW 11/06/23</b>
	<b>Safety Checklist included:</b>	<b>Yes</b>
	<b>Review by Safety (initial):</b>	<b>DM, FN</b>
	<b>Review by WQ (initial):</b>	<b>AO 11/0623</b>
	<b>Review by WSE/NPDES Coordinator (initial):</b>	<b>AW 11/06/23</b>
	<b>Review by Maintenance (initial):</b>	<b>MM 8/21/23, JP 9/14/23</b>
	<b>Approval by WFS (initial):</b>	<b>RG 11/06/2023</b>
	<b>In Ops Plan (Yes/No):</b>	<b>No</b>

**Facility:** All Zone 7 sites.

**Background:** Uncontrolled pests can damage Zone 7 facilities and structures and pose a safety hazard to staff and the public. Zone 7 is a permittee of the Municipal Regional Stormwater NPDES Permit (referred to as the MRP), Permit No. CAS612008. The MRP requires permittees to implement procedures to prevent pesticides from entering the storm drainage system or receiving waters and to have an Integrated Pest Management (IPM) Policy and Standard Operating Procedure (SOP). Zone 7 adopted its initial IPM Policy by Resolution No. 10-34010 on June 16, 2010, and adopted a revised IPM Policy by Resolution No. 23-66 on September 20, 2023.

**Goals and Objectives:** Although the Blanket Purchase Order (BPO) for pest services may be under one contract, the individual facility supervisors are responsible for maintaining contact with and directing the work of pest services contractors. The objective of this document is to provide the facility supervisors with direction on the scope of work and Zone 7's expectations for this contract work.

**Limitations:** This SOP does not apply to the application of pesticides conducted under the authority of and in accordance with the following statewide National Pollutant Discharge Elimination System (NPDES) Permits or reissuances of these permits.

- Aquatic Animal Invasive Species Control Order 2011-0003-DWQ
- Spray Applications Order 2011-0004-DWQ
- Weed Control Order 2013-0002-DWQ
- Vector Control Order 2016-0039-DWQ

**Safety:** When working within a treatment process, facility or location always be aware of your surroundings and the task you have been assigned. Your activity, along with others (contractors) could impact the work environment and potentially expose you and others to the following; dangerous chemicals, automatic starting of machinery, high noise levels, electrical shock, confined space hazards, fall hazards, drowning and engulfment hazards, etc. Approach every job with safety as the “primary concern.” Always follow instructions provided by the equipment manufacturer, Zone 7 policy or procedure, and don the appropriate personal protective equipment (PPE) as indicated by the chemical Safety Data Sheet (SDS) information found online at <http://www.3eonline.com/> or located at the specific facility. Enter the username [ZWA](#) and password [Zone7water](#) for access to the database.

Pesticides are potentially hazardous to human health. Zone 7 employees shall take appropriate precautions before entering a work area where pesticides are being applied.

The attached Regulatory Safety Checklist (RSC) identifies various safety program elements and should not be considered all-inclusive. Contact your supervisor for more detailed information and always refer to the current employee safety handbook for additional information.

**Procedure:** Before contacting the pest services contractor for work to be performed, the Facility Supervisor should contact the maintenance and laboratory supervisors to determine if they have any special needs regarding pest control or weed abatement. This will prevent double booking of the services and keep oversight of the contract in the hands of one person per site.

#### **Key Definitions:**

As used in this document, **pesticide** is a general term that includes insecticides, fungicides, rodenticides, and herbicides, and other “-cides”.

**Integrated Pest Management** or **IPM** is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines (and when it has been concluded that the use of non-chemical controls is insufficient), and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment (California Department of Pesticide Regulation, 2018).

Zone 7 employees do not apply pesticides at Zone 7 facilities. Instead, Zone 7 contracts for pest control services. The IPM Policy and this SOP is included in requests for proposals or bids from pest control operators and in the resulting contracts or purchase orders. Pest control contractors providing service to Zone 7 must be licensed by the State of California Department of Pesticide Regulation, and IPM trained or IPM certified. Contractors shall submit copies of appropriate valid licenses/certificates and documentation of IPM certification and/or training prior to execution of a contract with Zone 7.

Zone 7 requires that contractors use an integrated approach by adopting IPM practices that monitor for pests before taking action. Sanitation and exclusion practices are implemented first, treat only

as necessary, and use or consider mechanical, physical, and biological methods before resorting to chemical methods.

Contractors shall use IPM tools and procedures that are safe, effective, economical, and appropriate for the site at the time. A copy or sample label and Safety Data Sheet (SDS) for each product must be submitted for review upon request. All contractors must have a copy of the Zone 7 IPM Policy, their organizational IPM policy, and a list of pesticides to be utilized that day available at the job site for review by Zone 7. Access to Zone 7 facilities is controlled and coordinated with Zone 7 staff.

Contractor's representative performing work at Zone 7 facilities must have appropriate IPM experience and a pest control Qualified Applicators License (QAL) or a Qualified Applicators Certificate (QAC) from the California Department of Pesticide Regulation.

Contractors are required to maintain records of pest control activities and submit a summary of activities to Zone 7. Contractors that provide routine on-going service, shall provide the activities summary on a quarterly basis, or more often if requested. The pest control activities summary shall include:

1. IPM (least toxic control) recommendation;
2. Date of application;
3. Name of pest(s);
4. Site/facility;
5. Type of pesticide applied and Safety Data Sheet (SDS);
6. Amount of pesticide applied including the percentage and volume of the active ingredient(s);
7. Name of pest control contract company and technician(s) performing work.

#### **Facility Supervisor Responsibilities:**

1. Facility supervisors, or their designee, are responsible for maintaining contact with and directing the work of pest services contractors.
2. Before contacting the pest control contractor to perform work, it is recommended that the facility supervisor contacts the maintenance supervisor(s) to determine if they have any special needs regarding pest control including weed abatement.
3. Facility supervisors, or their designee, will schedule and conduct a walk-through of application area with the pest control contractor. During the walkthrough the facility supervisor, or their designee, will discuss and document:
  - a. Pests requiring control; and
  - b. Recommendation from the pest control contractor's representative on the least toxic method to control the pests including:
    - i. Recommendations for non-chemical methods;
    - ii. Recommendations to eliminate or minimize conditions that encourage pests; and
    - iii. Recommendations for no-action for pests that do not pose a threat to Zone 7 facilities, staff, or the public.
4. Use of the following pesticides, which have been identified in the MRP as being of particular concern to water quality, need to be minimized to the extent practical:
  - a. diamides (chlorantraniliprole and cyantraniliprole);
  - b. diuron;

- c. fipronil and its degradates;
  - d. indoxacarb;
  - e. organophosphorous insecticides (chlorpyrifos, diazinon, and malathion);
  - f. pyrethroids (metofluthrin, bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambdacyhalothrin, and permethrin);
  - g. carbamates (e.g., carbaryl and aldicarb); and
  - h. neonicotinoids (e.g., imidacloprid, acetamiprid, and dinotefuran).
5. Facility supervisor, or their designee, will advise the pest control contractor that pesticides may not be applied during rain events and when windy.
  6. Facility supervisor, or their designee and the pest control contractor are to sign the Sign-In Sheet (Attachment A) and check off the facility locations where pesticides were applied. Send these forms to the NPDES Coordinator.

**Contract Management:**

1. Accounting will direct the invoices to the facility supervisors for final approval for payment.
2. The facility supervisor will review the invoice for accuracy assuring that Zone 7 is paying for work that was performed and requested and that the records of pest control activities has been received.
3. Questions concerning the contract or invoice should be directed to the purchasing department.

**Attachments:**

- A. Sign-In Sheet
- B. Regulatory Safety Checklist (RSC)

Attachment A



## ***Provision C.9 - Pesticide Monitoring***

### **SIGN - IN SHEET**

**DATE:** \_\_\_\_\_

Pleasanton/Dublin

- ☐ Parkside Office
- ☐ Hopyard Well 6
- ☐ Hopyard Well 9
- ☐ Mocho Well 1
- ☐ Mocho Well 2
- ☐ Mocho Well 3
- ☐ Mocho Well 4
- ☐ Mocho Groundwater Demineralization Plant
- ☐ Stoneridge Well  
Plant
- ☐ Dougherty Reservoir
- ☐ Valley Pump Station

Livermore

- ☐ Chain of Lakes Well 1
- ☐ Chain of Lakes Well 2
- ☐ Chain of Lakes Well 5
- ☐ Vasco Rate Control Station
- ☐ Airport Rate Control Station
- ☐ Silver Oaks Pump Station/Cal T.O. 1
- ☐ North Canyons Office
- ☐ Del Valle Water Treatment Plant
- ☐ Patterson Pass Water Treatment

NAME	COMPANY	SIGNATURE

Note: Both the Pest Control Contractor and Zone 7 Operator must sign the form.

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Attachment B

**SOP Regulatory Safety Checklist (RSC)**

<b>SAFETY ELEMENT</b>	<b>Required</b>	<b>Not Required</b>	<b>Links/Forms</b>
Injury and Illness Prevention Program (IIPP), including documentation forms (CCR, Title 8, Section 3203)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Hazardous Communication Program including placards, labeling and SDS. (CCR, Title 8, Section 5194)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Site-specific safety plan, detailing procedures for your site-specific activities. (CCR, Title 8, Section 3203 & 1509)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Site specific permits required, such as trenching and shoring, (CCR, Title 8, Section 1503); confined space entry, (CCR, Title 8, Section 5157); asbestos abatement notification, (CCR, Title 8, Section 1529)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Required certifications and/or training records of employees as stipulated in this document. (CCR, Title 8, Section 3203)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Medical approval to wear respiratory protection. (CCR, Title 8, Section 1531, 5144)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Medical approval to work with, but not limited to asbestos, cadmium and lead. (CCR, Title 8, Section 1529, 1532 & 1532.1)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Hearing conservation Program (CCR Title 8, Sections 5095-5100)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Bloodborne Pathogens Program (CCR Title 8, Section 5193)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Respiratory Protection Program (CCR Title 8, Section 3409 and 5144)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Heat Stress Program (CCR Title 8, Section 3395)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Training Documentation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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## EXHIBIT D

### PROPOSAL ACKNOWLEDGMENT RFP No. 2023-11– Pest Control Services

To: Zone 7 Water Agency  
100 North Canyons Pkwy.  
Livermore, CA 94551

From: \_\_\_\_\_  
Name of Proposer  
\_\_\_\_\_  
Mailing Address  
\_\_\_\_\_  
City, State & Zip

#### **CONTRACTOR'S BID**

The undersigned Proposer agrees to contract with Zone 7 Water Agency to provide all necessary labor, supervision, machinery, tools, apparatus, and other means to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed and will take in full payment the amount set forth hereon.

Proposal No. 2024-11 for Pest Control Services, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

- RFP No. 2024-11
- Exhibit A Zone 7 IPM Policy
- Exhibit B Service Locations
- Exhibit C Zone 7 Standard Operating Procedure (SOP)
- Exhibit D Proposal Acknowledgment
- Exhibit E Bid Form
- Exhibit F Exceptions/Deviations Form
- Exhibit G Sample Standard Agreement
- Exhibit H Proposal Terms & Conditions
- Exhibit I Bid Protest
- Exhibit J Non-Collusion Affidavit
- Exhibit K Acknowledgment of Insurance
- Exhibit L References form
- Exhibit M Sample IPM Action Plan
- Exhibit N Proposal Checklist

Proposer acknowledges receipt of Addenda Number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown, or specified, shall be included in the unit price for the various items shown hereon. Zone 7 Water Agency reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

Please check your calculations before submitting your Proposal; the District will not be responsible for Proposer's miscalculations.

**Subcontractor Information.** Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

\_\_\_\_\_  
Company Name of Proposer

\_\_\_\_\_  
Mailing Address (PO Box or street)

\_\_\_\_\_  
District, State, and Zip Code

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type of Business (Corp, Partnership, Sole Proprietorship)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email

\_\_\_\_\_

## EXHIBIT E

### BID FORM - RFP NO. 2024-11 - Pest Control Services

Bidder shall provide recommendations on level and frequency of service. You can describe in the “Recommended IP Frequency” space or attach a supplemental sheet. You may include a cost for each location or one monthly cost for each primary location (i.e. – Patterson Pass Water Treatment Plant, Del Valle Water Treatment Plant or Distribution well sites). Services are for interior and exterior unless noted or discussed with Agency.

FACILITY: North Canyons Administrative offices				
Address: 100 North Canyons Parkway, Livermore, CA 94551	FACILITY CONTACT	Specified Pests	RECOMMENDED IPM FREQUENCY	COST per Service
Administration Building and associated parking area		skunks, ground squirrels, mice, rats, ants, beetles, fleas, roaches, spiders, wasps, snakes		\$
Cost for six (6) services (annual)				\$

FACILITY: PATTERSON PASS WATER TREATMENT PLANT				
Address: 8750 Patterson Pass Rd. Livermore, CA 94550	FACILITY CONTACT	Specified Pests	RECOMMENDED IPM FREQUENCY	COST per Service
Control Building	Alfonso Yasonia, Facility Supervisor 925.454.5728 or 925.453.9509	ants, spiders, beetles, fleas, ground squirrels, mice, rats, roaches, wasps, snakes		\$
UF Building				\$
Safety Offices/Conference Room				\$
Ozone Generation Building				\$
Filter Structure				\$
Ozone Contact Structure				\$
Analyzer Building				\$
Emergency Generator Housing				\$

Storage Building at Clarifier 2			\$
Cost per service for entire site			\$
Cost for six (6) services (annual)			\$

FACILITY: DEL VALLE WATER TREATMENT PLANT				
Address: 901 E. Vineyard Ave., Livermore, CA 94550	FACILITY CONTACT	Specified Pests	RECOMMENDED IPM FREQUENCY	COST per Service
Control Building.	John Brixie , Facility Supervisor, 925.454.5796, or 925.872.5201	ants, spiders, beetles, fleas, ground squirrels, mice, rats, roaches, wasps, snakes		\$
Electrical Rooms 1 & 2				\$
Electrical Room 3				\$
Water Quality Laboratory Bldg.				\$
Maintenance Shop				\$
Electrical/Instrumentation/Storage (includes Interior and exterior area) Shipping containers				\$
Maintenance Trailer #1 (north) and associated parking				\$
Maintenance Trailer #2 (south) and associated parking				\$
Maintenance parking area west of recovery ponds				\$
Hazardous Materials Storage Bldg.				\$
Ozone Generation Bldg.				\$
Ozone Contact Structure				\$
DAF Bldg.				\$
Emergency Generator Housing				\$

<b>Solids Handling Bldg.</b>				\$
<b>Booster Pump Station</b>				\$
<b>Cost per service for entire site</b>				\$
<b>Cost for six (6) services (annual)</b>				\$

<b>FACILITY: DISTRIBUTION, WELLS, FIELD SITES</b>				
<b>Locations</b>	<b>FACILITY CONTACT</b>	<b>Specified Pests</b>	<b>RECOMMENDED IPM FREQUENCY</b>	<b>COST per Service</b>
<b>Parkside Office</b> - 5997 Parkside Dr., Pleasanton	Josh Chapman, Facility Supervisor, 925.454.5094; or 925.667.8280	ants, spiders, beetles, fleas, ground squirrels, mice, rats, roaches, wasps, snakes		\$
<b>Mocho 1</b> - 2722 Santa Rita Rd., Pleasanton				\$
<b>Mocho 2</b> - 2552 Santa Rita Rd., Pleasanton				\$
<b>Mocho 3</b> - 2703 Santa Rita Rd., Pleasanton				\$
<b>Mocho 4 &amp; MGD</b> - 5215 Stoneridge Dr., Pleasanton				\$
<b>COL 1 (Chain of Lakes)</b> - 2655 El Charro Rd., Livermore				\$
<b>COL 2</b> - 2633 El Charro Rd., Livermore				\$
<b>COL 5</b> - 2605 El Charro Rd., Livermore				\$
<b>Hopyard 6</b> - 5997 Parkside Dr. Pleasanton				\$
<b>Hopyard 9</b> - Ken Mercer Sports Park, Pleasanton,				\$
<b>Stoneridge Treatment Plant</b> - 3750 Stoneridge Dr., Pleasanton,				\$
<b>Valley Pump Station</b> – 3100 Valley Avenue, Pleasanton				\$

<b>Silver Oaks Pump Station</b> - 3998 Silver Oaks Way, Livermore				\$
<b>Kitty Hawk Pump Station</b> - 29 East Airway Blvd, Livermore,				\$
<b>Vasco Control Station</b> - 5905 Northfront Road, Livermore				\$
<b>Dougherty Reservoir</b> – 75’ east of Stagecoach & Topaz Circle, Dublin				\$
<b>Cost per service for entire site</b>				\$
<b>Cost for six (6) services (annual)</b>				\$

<b>Flood Control Channels (refer to Exhibit B &amp; Appendix A)</b>	Mike Miller, 925.337.9888	Gophers, moles, ground squirrels, red-tailed fox. (Note: red-tailed fox to be trapped and relocated)		\$
<b>Total Annual Cost of Pest Control Services for Flood Control Channels</b>		X 12 Months	\$	

<b>As needed services</b>			<b>Cost per hour</b>	\$
<b>Emergency Call-out services</b>			<b>Cost per hour</b>	\$

## EXHIBIT F

### Exceptions or Deviations

List below exceptions and/or deviations, if any, to the RFQ/P and its exhibits and submit with your bid response.

The District is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

_____	_____	_____
<b>Bidder Name</b>	<b>Bidder Signature</b>	<b>Date</b>



ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
100 North Canyons Parkway  
Livermore, CA 94551

**SHORT FORM SERVICES AGREEMENT**

This Short Form Services Agreement (“**Agreement**”) is entered into on \_\_\_\_\_ by and between \_\_\_\_\_ (“**Consultant**”) and the Alameda County Flood Control and Water Conservation District, Zone 7 (“**Zone 7**”) with regard to the services described below.

**I. SCOPE OF SERVICES**

The Services to be rendered (“**Services**”) consist of \_\_\_\_\_, and are described more fully in Appendix A, which is attached hereto and incorporated by reference.

**II. COMPENSATION FOR SERVICES**

1. Consultant’s total compensation for Services performed under this Agreement is \$ \_\_\_\_\_, to be paid as: [a lump sum of \_\_\_\_\_]; [a lump sum with progress payments]; [per the schedule of rates and charges as described in Appendix B].
2. Not to Exceed: Consultant’s total compensation for Services performed under this Agreement shall not exceed \_\_\_\_\_ without the prior written approval of the Parties.
3. Invoices: Consultant will provide detailed invoices for Services rendered under this Agreement to Zone 7 [on a monthly basis] [immediately upon completion of Services], [as described in Appendix B]. Invoices shall be provided in duplicate to the contact person identified below.

**III. SCHEDULE OF PERFORMANCE**

Consultant shall commence the Services by \_\_\_\_\_ and complete the Services by \_\_\_\_\_ or within \_\_\_\_\_ days of commencement of the Services.

**IV. TERMS AND CONDITIONS**

1. Compliance with Agreement. Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, including all Exhibits and Appendices incorporated herein. Consultant has read and expressly accepts all terms incorporated herein, including provisions relating to indemnity and liability.
2. Additional Terms Incorporated by Reference: The following Appendices are hereby incorporated by reference into this Agreement:
  - a. Appendix A – Scope of Work
  - b. Appendix B – Compensation [Reserved]
  - c. Appendix C – General Terms and Provisions
  - d. Appendix D – Insurance Requirements
3. Modifications: This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant.
4. Correspondence: All invoices and correspondence related to this Agreement shall be labeled with this Agreement number, and shall be directed to:

Correspondence:  
[Contact Person]  
Zone 7 Water Agency  
100 North Canyons Parkway  
Livermore, California, 94551

Invoices:  
Email to: Accountspayable@zone7water.com  
or Mail to: Zone 7 Water Agency, Accounting  
100 North Canyons Parkway  
Livermore, CA 94551

5. Insurance: Consultant shall procure and maintain insurance for the duration of this Agreement with insurance companies admitted in California, on forms acceptable to Zone 7, consistent with the requirements of Appendix D (Insurance). The consultant should maintain insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or sub-contractors.
6. Public Works: To bid on or perform work under a public works contract, a contractor must comply with relevant registration and labor compliance requirements of the California Public Contract Code and the California Labor Code. The Services performed under this Agreement [are]/[are not] public works pursuant to California Public Contract Code section 1720 and following. Consultant represents and warrants that it is in compliance with all relevant registration and labor compliance requirements necessary for participation in a public works contract, including but not limited to those identified in Appendix E.
7. Third Party Beneficiaries: No third-party beneficiaries are intended or created by this Agreement.
8. Severance: If a court or other tribunal of competent jurisdiction holds that any provisions of this Agreement are invalid, illegal, or unenforceable, those provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
9. Entire Agreement: This document constitutes the entire Agreement between the parties relative to the services specified above. The parties acknowledge and agree that there are no understandings, agreements, terms, or conditions with respect to the subject matter of this document except for those contained in this writing. Each person signing this Agreement represents and warrants that s/he has authority to enter into this Agreement on behalf of the party for whom s/he is signing.

ALAMEDA COUNTY FLOOD CONTROL and WATER  
CONSERVATION DISTRICT, commonly known as  
ZONE 7 WATER AGENCY ("District")

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Valerie L. Pryor  
General Manager

Date

\_\_\_\_\_  
Signature

Date

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
TIN or SS Number

**APPENDIX A**  
**SCOPE OF WORK**

**APPENDIX B**  
**COMPENSATION**

## APPENDIX C

### **GENERAL TERMS AND CONDITIONS**

1. **Services Agreement ("Agreement") Force and Effect.** District is not responsible for services rendered without the authority of an order on this form. This Agreement shall supersede and control over all inconsistent provisions in any proposal, counter-proposal or addendum supplied by Consultant. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this agreement, and no modification of this Agreement shall be effective unless it is in writing. This Agreement shall supersede all other prior service agreements and other agreements between Consultant and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.
2. **Performance of Services/No Assignment.** Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the services ("Services") under this Agreement. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards. Consultant shall not contract any portion of the Services or otherwise assign this Agreement without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.) Consultant's authorized representative is the individual signing this Agreement unless Consultant otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit or waive Consultant's obligations under this Agreement.
3. **Phases and Performance Requirements.** Consultant shall maintain a quality control program to ensure quality services and deliverables and shall permit District the right to review the services or deliverables hereunder during development in accord with normal industry standards, for example, the submittal of schematic, design development and/or construction documents in the case of architectural/engineering services. Consultant shall advise District of safety, maintenance, cost, life-cycle cost, and cost/benefit factors associated with equipment, systems, or materials specifications developed under this Agreement; and shall conduct independent investigations as necessary to coordinate, verify and/or take steps as necessary to properly interface with existing conditions, available reports and studies, consultants and/or contractors. If requested, Consultant shall make available to District its design calculations and justifications for its recommendations, designs or other deliverables.
4. **Competition.** Unless otherwise permitted in writing by District, Consultant shall not specify unique, innovative, proprietary, or sole source equipment, systems, or materials. In the event Consultant requests a proprietary or sole source design or equipment, Consultant shall provide District with a written evaluation of whether all periodic maintenance and replacement of parts, equipment, or systems, can be performed normally and without excessive cost or time. District will consider such evaluation in making its decision.
5. **Records and Payment Requests.** Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Consultant's work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records, and all other data related to matters covered by this Agreement. Consultant shall permit District to audit, examine, and make copies, excerpts, and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.
6. **Independent Contractor.** Consultant is an independent Contractor and does not act as District's agent in any capacity, whatsoever. Consultant is not entitled to any benefits that District provides to District employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant's provision of Services not the means, methods, or scheduling of the Consultant's work. Consultant shall be solely responsible for the means, methods, techniques, sequences, and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District's responsibility.
7. **Indemnity/Liability.** To the extent of its proportionate fault, Consultant shall defend, indemnify, and save the Zone 7 Water Agency ("District") and all of their officers, directors, representatives, agents, and employees (together "Indemnitees"), from and against any and all claims and liability of any type resulting from Consultant's negligent performance of this Agreement. Consultant shall also defend, indemnify and save harmless, the Indemnitees, from and against all claims, suits, actions, liability, damages, expense or costs of every nature and description to which the Indemnitees may be subject or put by reason of bodily injury to or death of any person or damage to any property, which directly or indirectly arises out of the Consultant's performance of this Agreement, Consultant's provision of Services, or Consultant's activities related thereto; excluding, however, such liability, claims, losses, damages or expenses arising from Indemnitees sole negligence or willful acts. Defense counsel retained under this section shall be subject to the Indemnitees' reasonable approval. Notwithstanding any provision of this Agreement, the Indemnitees shall not be liable, in contract or tort, for any special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement or the Services. The Indemnitees' rights and remedies, whether under this Agreement or other applicable law, shall be cumulative and not subject to limitation.
8. **Compliance with Laws; Conflict of Interests.** Consultant agrees to comply with all applicable federal and state laws, regulations, and policies, as amended, including those regarding discrimination, unfair labor practices, collusion, and conflicts of interest. Consultant, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by this purchase order to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement.
9. **Confidentiality.** Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.
10. **Ownership of Results.** Any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Subconsultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. With District's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.
11. **Non-Discrimination Policy.** Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status, and shall comply with all applicable laws regarding non-discrimination and equal employment opportunity.
12. **Termination and Suspension.** District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Agreement for District's convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage, and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.
13. **Execution; Venue; Limitations.** This Agreement shall be deemed to have been executed in the City of Livermore, Alameda County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in Alameda County, California. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitations shall begin running upon discovery of the defect and its cause.
14. **Non-Judicial Administrative Claim Settlement Procedure for Consultant Claims.** In the event of any dispute between Consultant and District regarding any claim by Consultant for time, money, or additional compensation for any reason whatsoever (including, without limitation, any alleged failure of District to make a decision), Consultant shall submit to the District a written and fully documented administrative claim that shall provide a narrative of the pertinent events, Consultant's theory of entitlement, pricing calculations and attaches supporting documentation. District will then review Consultant's fully documented administrative claim, conduct an administrative hearing, and make a final administrative decision thereon. Pursuant to Government Code section 930.2: (i.) Consultant shall initiate this non-judicial settlement procedure by presenting its administrative claim within 60 days of the first event giving rise to the claim or dispute, (ii.) Consultant's timely submittal of the administrative claim and District's decision thereon shall be an unwaivable condition precedent to Consultant thereafter filing a Government Code Claim under the California Government Code Section 901 et seq., (iii.) any and all such Government Code Claims in connection with this Agreement shall be presented to the District no later than 120 days following substantial completion or termination of this Agreement (whichever first occurs); and (iv.), except as so modified, the Government Code claims presentation requirements remain unchanged.

## APPENDIX D – INSURANCE REQUIREMENTS

This is an appendix attached to, and made a part of, the Services Agreement dated \_\_\_\_\_ (“**Agreement**”) between THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, commonly known as ZONE 7 WATER AGENCY (“**District**”) and \_\_\_\_\_ (“**Vendor**”), for the provision of services agreement (“**Services**”).

**Indemnification** – To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from the District’s sole negligence or willful acts.

**Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**Coverage** - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
4. **Pollution and Environmental Liability** - \$5,000,000 per occurrence, \$10,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**Other Required Provisions** - The general liability policy and pollution liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the District, its

directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by the District.

**Verification of Coverage** – Contractor shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Subcontractors** - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

**Safety:**

In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply

## EXHIBIT H

### PROPOSAL TERMS AND CONDITIONS

#### TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be three (3) years with an option to extend for 2 additional 1-year periods.
2. **Without** cause, the District may cancel this contract at any time with thirty- (30) day's written notice to the supplier/contractor. **With cause**, the District may cancel this contract at any time with ten- (10) day's written notice to the Proposer. Cancellation for cause shall be at the discretion of the District and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the District.
3. The District may, at its sole option, terminate any contract that may be awarded as a result of this RFP at the end of any District Fiscal Year, for reason of non-appropriation of funds. In such event, the District will give Contractor at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the District will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
4. By mutual agreement, any contract which may be awarded pursuant to this RFP may be extended for two additional one-year terms at agreed prices with all other terms and conditions remaining the same.

#### BRAND NAMES AND APPROVED EQUIVALENTS – INTENTIONALLY OMITTED

#### QUANTITIES

Quantities listed herein are annual estimates *based on past usage, etc.* and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

#### PRICING

1. Prices quoted shall be firm for the (90) days or for the stated contract period, whichever is longer.
2. Price escalation for the second and third terms of any contract awarded as a result of this RFP shall be mutually agreed to between Contractor and District.
3. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the District.
4. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
5. The price(s) quoted shall be the total cost the District will pay for this project including taxes and all other charges.
6. The total lump sum shall be divided and costs advised for each service location.
7. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
8. Bidder shall include a quote of time and materials and schedule of fees for additional work outside the scope of work requested in the bid form.
9. Price quotes shall include any and all payment incentives available to the District.



10. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
11. Federal and State minimum wage laws apply. The District has no requirements for living wages. The District is not imposing any additional requirements regarding wages.
12. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

#### AWARD

1. Proposals will be evaluated by a review team and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The review team will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the District and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.
3. The District reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the District.
4. The District reserves the right to award to a single or multiple contractors.
5. The District has the right to decline to award this contract or any part thereof for any reason.
6. General Manager (GM) or Board approval to award a contract will be required.
7. A contract must be negotiated, finalized, and signed by the intended awardee prior to Board approval.
8. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

#### METHOD OF ORDERING

1. A written PO will be issued upon Board or GM approval. A Standard Agreement may also be issued.
2. POs and Standard Agreements will be e-mailed and shall be the only authorization for the Contractor to place an order.
3. POs and payments for products and/or services will be issued only in the name of Contractor.
4. Contractor shall adapt to changes to the method of ordering procedures as required by the District during the term of the contract.
5. Change orders shall be agreed upon by Contractor and District and issued as needed in writing by District.

## INVOICING

1. Contractor shall invoice the District upon satisfactory receipt of product and/or performance of services.
2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.
3. District shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain District PO number, invoice number, remit to address and itemized products and/or services description, location and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to, and invoices must be received from the same Contractor whose name is specified on the PO.
8. The District will pay Contractor monthly or as agreed upon, not to exceed the total lump sum price quoted in the bid response.

## LIQUIDATED DAMAGES

1. In the event the Contractor's performance and/or deliverable projects have been deemed unsatisfactory by a review committee, the District reserves the right to withhold future payments until the performance and or deliverable projects are deemed satisfactory.

## ACCOUNT MANAGER/SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the District account/contract. The account manager shall receive all orders from the District and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the District during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
3. Contractor account manager shall be familiar with District requirements and standards and work with the facility managers to ensure that established standards are adhered to.
4. Contractor account manager shall keep the District Buyer informed of requests from facility managers as required.

## GENERAL REQUIREMENTS

1. Proper conduct is expected of Contractor's personnel when on District premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.
2. District has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.
3. Contractor personnel shall be easily identifiable as non-District employees (i.e. work uniforms, badges, etc.).

## **EXHIBIT I**

### **BID PROTEST / APPEALS PROCESS**

The District prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the recommendation to award a contract for this project.

1. Any bid protest must be submitted in writing to Zone 7 Water Agency, Attn: Osborn Solitei, Assistant General Manager, Finance, 100 North Canyons Pkwy. Livermore, CA 94551. The bid protest must be submitted before 5:00 p.m. of the tenth (10<sup>th</sup>) business day following the date of the Notice of Award.
  - a. The bid protest must contain a complete statement of the basis for the protest.
  - b. The protest must include the name, address and telephone number of the person representing the protesting party.
  - c. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest.
  - d. The procedure and time limits are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid Protest.
2. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing a Government Code claim or legal proceedings.
3. Upon receipt of written protest/appeal, the Business and Finance Manager will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise an appeal/protest decision within five (5) working days of review date.
  - a. Responses will be issued and/or discussed at least five (5) days prior to an award being made.
  - b. Responses will inform the bidder whether or not the recommendation for Award is going to change.
4. The decision of the Assistant General Manager, Finance will be the final decision. All appeals to the General Manager shall be in writing and submitted within five (5) calendar days of notification of decision by the Business and Finance Manager.
5. The decision of the General Manager is the final step of the appeal process.

**EXHIBIT J**

*In accordance with California Public Contract Code §7106, the following Affidavit must be executed by Proposer, notarized, and submitted with proposal*

**"Non-Collusion Affidavit  
To Be Executed By Proposer And Submitted With Proposal**

STATE OF CALIFORNIA           )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

[\_\_\_\_\_] , being first duly sworn, deposes and says that he or she is \_\_\_\_\_ **[Office of Affiant]** of \_\_\_\_\_ **[Name of Bidder]**, the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against the Alameda County Flood Control and Water Conservation District, its Zone 7 Water Agency, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature of Principal)

Subscribed and sworn before me \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public of the State of \_\_\_\_\_

In and for the County of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(Seal)

(If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.)

(If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

END OF DOCUMENT

## EXHIBIT K

### **PROPOSER'S ACKNOWLEDGMENT OF INSURANCE To Be Submitted With Proposal**

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in **RFP No. 2024-11 - Pest Control Services**. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Zone 7 Water Agency as Additional Insured for the work specified.

\_\_\_\_\_  
Name of Proposer (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Proposer's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

## EXHIBIT L

### REFERENCES To Be Submitted With Proposal

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

\_\_\_\_\_  
Signature of Proposer

Description	Yr.	Amt.	Contact Name & Telephone
_____	_____	\$ _____	_____ ( ) _____
_____	_____	_____	_____ ( ) _____
_____	_____	_____	_____ ( ) _____

You may add pages if needed.

## **EXHIBIT M**

### **IPM ACTION PLAN**

The IPM Action Plan is the plan of action to manage the pests at a particular site. The IPM service provider develops this Plan after a thorough inspection of the facility. The Plan is discussed with the contract manager and/or Facility Supervisor(s) for each District location. The Plan must be approved before it can be implemented.

The following should be included in an IPM Action Plan:

#### **A. Summary of Field Observations**

IPM service provider shall conduct facility inspections. Based on field observations, evaluate locations and sites where pest problems commonly occur to determine pest population, size, occurrence, and natural enemy population, if present. Identify conditions that contribute to the development of pest populations, and decisions and practices that could be employed by Zone 7 to manage pest problems (e.g. biological, physical, and cultural controls) to the maximum extent practicable before pesticides are chosen as the appropriate application method.

#### **B. Proposed Materials and Equipment to be Used in the Service**

This should include the brand names of pest detection equipment and monitoring devices, insect and rodent trapping devices and any other pest control devices or equipment that might be used. It should also include current labels and Material Safety Data Sheets for all pesticides that might be used and the brand names of pesticide application equipment and rodent bait stations. Pesticides used should be reduced risk pesticides and apply the minimum amounts needed to be effective.

#### **C. Proposed Methods for Monitoring and Detection**

The IPM service provider should describe the methods and procedures that will be used for identifying sites of pest harborage and access, and for making objective assessments of pest population's levels throughout the term of the contract.

#### **D. Service Schedule for Each Building or Site**

The IPM service provider should provide a complete service schedule that includes the frequency of the service provider's visits, the day(s) of the week the service provider will visit, and the approximate duration of each visit.

#### **E. Description of any Structural or Operational Changes to Facilitate Pest Control**

The IPM service provider should describe site-specific solutions for observed sources of pest food, water, harborage, and access.

The materials and equipment to be used should be consistent with an IPM approach and should include items such as mechanical devices for monitoring and capturing creatures, insecticides formulated as baits rather than sprays, and tools such as vacuums and steam cleaners.

The frequency of the service provider's visits should depend on the structure, its use, and the culture of the occupants. For example, a building with a cafeteria should be visited weekly

because the presence of food increases the chances of pest invasions. A warehouse that stores equipment, but no food, might need only a monthly visit. A newer office building with occupants that are neat and rarely, if ever, eat at their desks might be visited every two weeks.

Once the IPM technician is at the site, his or her work should be guided by the service requests that were logged in since the last visit and by the known sites of elevated risk such as food service areas, loading docks, locker rooms, etc.

The service provider should have an efficient method to relay information to about structural and operational changes that should be made. Forms should be easy to understand, and handwriting should be legible. The information should be routinely sent to one designated person, ideally the IPM coordinator.



## EXHIBIT N

### PROPOSAL CHECKLIST (DOCUMENTS TO BE RETURNED)

The following forms must be completed and submitted on or before the Submittal Deadline.

- ☐ Proposal (Refer to section 10.3, Proposal Format)
  - **Reminder:** *include copies of State Operator licenses for those employees that would be assigned to this contract; copy of IPM certification*
- ☐ Dun & Bradstreet financial report, if available
- ☐ Bid Acknowledge
- ☐ Bid Form
- ☐ Exceptions/Deviations Form
- ☐ Non-Collusion Affidavit
- ☐ Acknowledgment of Insurance
- ☐ References
- ☐ Company IPM

Failures to complete, sign (where required), and return the above proposal documents with your proposal may render it non-responsive.