



**REQUEST FOR PROPOSAL**

**PEST CONTROL SERVICES**

**RFP NO. 201920-11**

**March 3, 2020**

**I. INSTRUCTIONS AND CONDITIONS**

- A. No proposal will be considered for award unless submitted in the proposal format described in this Request for Proposal (RFP). The proposal must be fully complete and executed. Each response shall contain four (4) copies of the completed proposals which will include; three (3) bound and one (1) unbound copy with appropriate responses included.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document and organized in sections. Binding may be as simple as a staple.

Each proposal must be submitted in a sealed envelope addressed to Becky McCurdy, Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed envelope containing a proposal must have, on the outside, the name of the proposer, proposer's address and the statement "DO NOT OPEN UNTIL THE TIME OF PROPOSAL OPENING" and in addition, must be plainly marked on the outside as follows:

**Proposal:           Pest Control Services**  
**RFP #:               No. 201920-11**  
**Filing Deadline: Monday, April 6, 2020 - 3:00 P.M.**

Proposals shall be received as set forth in the advertisement. Proposals received after the scheduled time for opening will be returned to the proposer unopened. The opening of any proposal shall **NOT** be considered as acceptance of the Proposal as a responsive proposal.

- B. Attention of proposers is especially directed to the specifications which, in addition to the proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful proposer. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the proposal.
- C. The City of Madera recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation or marital status.
- D. The City reserves the right to reject or accept any or all proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information

will be limited to clarification or amplification of information asked in the original proposal.

- F. The City reserves the right to modify this Request for Proposal (RFP) at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing-Central Supply Division is the only method which should be relied on with respect to changes to the RFP. Proposer is responsible to contact City's Purchasing-Central Supply Division prior to submitting a proposal to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City's Purchasing page at [www.madera.gov/purchasing](http://www.madera.gov/purchasing) under Bid Announcement and Results.

**Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 P.M. Monday, March 30, 2020.** Written questions or inquiries should be e-mailed, mailed or faxed to:

Becky McCurdy  
Procurement Services Manager  
City of Madera  
Purchasing-Central Supply  
1030 South Gateway Drive  
Madera, CA 93637

[rmccurdy@madera.gov](mailto:rmccurdy@madera.gov)

FAX: (559) 661-0760

**No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All communications should be submitted in writing per the process described in this document.**

**One Time Only Pre-Bid meeting and site visit is scheduled for Wednesday, March 11, 2020 at 9:00 a.m.**

This is intended to include an escorted site visit to the locations under consideration. Those interested in attending are **required** to call in advance and reserve a space. To reserve a space call the Purchasing Office at (559) 661-5463 or email to [rmccurdy@madera.gov](mailto:rmccurdy@madera.gov). Participants will meet at the Public Works Office at 1030 South Gateway Drive, Madera, CA 93637.

The purpose of the pre-bid meeting will be to discuss any questions interested proposers may have regarding the RFP and the site inspection and will allow the prospective bidder to become familiar with all conditions that may affect the performance and cost of the contract. Failure to familiarize your self with all conditions shall not constitute a basis for subsequent contract adjustment. Interested proposers are strongly encouraged to attend this meeting.

In accordance with the American's with Disabilities Act, all persons who are disabled and who need special accommodations to participate in any proceeding because of that disability should contact Becky McCurdy at (559) 661-5463 or by email at [rmccurdy@madera.gov](mailto:rmccurdy@madera.gov) no later than five (5) business days prior to the proceeding.

- G. Proposals will be evaluated by the City. If a proposal is found to be incomplete or not in compliance with the format required, it will not be considered for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
- H. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer, or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice

the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.

- I. Issuance of the RFP and receipt of proposals does not commit the City to award an agreement. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one proposer.
- J. An award will be made as soon as reasonably practical after the opening of Proposals. The term of this agreement shall be for three (3) years. The City may elect to extend the agreement for three (3) additional one (1) year periods on the same terms and conditions, upon providing written notice to Service Provider not less than thirty (30) days prior to expiration of the Agreement.
- K. The successful Proposer shall enter into a formal agreement with City which will be very similar in content to the Attachment C "Draft" agreement which is provided for information purposes only and to help clarify City intent relevant to this Request for Proposal.
- L. An award under this RFP will not be based solely on the price. If an award is made, it will go to the proposer(s) with the best overall proposal who provides the Best Value to the City and its residents. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.
- M. The City may, at its sole option, terminate any contract/agreement that may be awarded as a result of this RFP at the end of any City Fiscal Year, for reason of non-appropriation of funds. In such event, the City will give proposer at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the City will return any associated equipment to the Service Provider in good working order, reasonable wear and tear excepted.
- N. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal, the proposer shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408. Should the proposer already have his license, please indicate the license number and expiration date below:

City License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Any Federal or State of California License/Certification required to provide the services will be required. A Certificate of Insurance in accordance with the Insurance Requirements for Pest Control Services document included in this RFP as Exhibit A to the Draft Agreement found in Attachment C will also be required.

- O. Proposer's Proprietary Information: All documents provided by the successful proposer shall become public record.
- P. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations preclude such a preference.

Service Providers will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Service Providers will, upon request, provide records showing the outreach

efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

## **II. GENERAL INFORMATION**

- A. It is the intent of the City to solicit bid offers for qualified, pesticide applicator (operator) businesses who are duly registered and licensed in the State of California to render quality pest control services to the City in order to provide a pest free environment for employees, clients and visitors to the offices, buildings and/or grounds of the various City locations stated in the specifications. Locations may, however, be added or deleted during the term of this contract and extensions thereof.
- B. The contracted vendor(s) shall be responsible for furnishing all materials, transportation, labor, equipment, any and all services and materials necessary to perform pest control service, for both specified and unspecified sites at various City locations.

All pest control services shall be performed in accordance with Federal, State and Local rules and regulations presently established or may be established during the term of the contract. Any and all chemical product(s) used must be approved for its intended use and applied in a manner consistent with regulations established by the State of California – Cal OSHA.

- C. The contracted vendor(s) pest control service visits must be scheduled in advance as to not disrupt the normal operations of any department or division.

## **III. SPECIFICATIONS**

- A. SERVICE: Service Provider to provide an environment, free from, but not limited to, the following pests:
  - 1. Spiders, cockroaches and beetles
  - 2. Crickets, and other hoppers
  - 3. Ants (all species) earwigs, sow bugs, silverfish and other crawling insects
  - 4. Fleas and other biting insects
  - 5. Wasps, hornets and other stinging insects nesting in the interior or exterior, up to a maximum height of two (2) stories.
  - 6. Moths and other flying pests.
  - 7. Weevils and other food pests.
  - 8. Mice, rats and other rodents.

The pest control services shall be performed in all listed buildings, occupied or unoccupied, including, but not limited to, basements, crawl spaces, offices, storage areas/rooms, closets, baseboards, plumbing and heating pipes, shelves, elevators, walls / enclosures, kitchen, dining room, cafeteria, food preparation and storage areas, refuse containers and surrounding storage areas, offices, lavatory and shower areas hallways and lounge areas.

All Service Provider personnel working in or around City facilities shall wear distinctive uniform clothing and identification.

The Service Provider must perform a thorough inspection during every service. Following each scheduled service, the Service Provider must submit a written report to the designated individual in the Public Works Dept. listing any and all areas that remain inaccessible for pest control service such as lockers, rooms, closets, etc.

Should the scheduled services not be totally effective, or interrupt institutional activities, the Service Provider shall be required to provide necessary services at alternate times agreeable to the City facility, at no additional cost. Complaints and service requirements, including recall work required between scheduled services visits, must be handled within 24 hours after notification and will be at no additional cost to the City.

- B. **PERFORMANCE REQUIREMENTS:** The Service Provider is to use the proper equipment and material to render the services to ensure safety for all human life, livestock and the environment. It is to be clearly understood that the equipment and pesticides used by the Service Provider for this contract are to be within safe and legal guidelines.

Before an application is made, the Service Provider shall notify the Public Works Department designee of precautionary actions, if any, that may need to be taken. No chemical, substance, or product shall be applied to any City facility or site unless the Safety Data Sheet has been provided to the Public Works Department designee.

Service Provider shall not apply any pesticide product that has not been approved for the use by federal and state regulatory agencies. All pesticides used shall be non-flammable, secured when unattended and registered by the US Environmental Protection Agency and the State of California.

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

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

- C. **SPECIAL REQUIREMENTS:**

1. Due to security clearance requirements needed at the Police Department facility, the same technician(s) must be assigned for a minimum of one (1) year.
2. Service visits to well sites, sewer lift stations and water tower locations are to be scheduled in advance with the Public Works Department designee as these sites require Service Provider personnel to be accompanied by City personnel.
3. The material to be used at well sites and sewer lift stations are to be greater or the equivalent to:
  - a. Masterline Bifenthrin 7.9 Termiticide/Insecticide
  - b. Talstar PL Granular Insecticide

- D. **START-UP:** The contract vendor shall be extended a 60-day grace period in order to eliminate pest problems that may have been present prior to the contract award. During this grace period, the facility will not process vendor complaints for failure to meet performance requirements of these specifications. This period shall give the Service Provider sufficient time to start and thoroughly service all locations. The grace period will begin with the contract start date and continue for sixty (60) consecutive days.

If, within the sixty (60) day grace period, the pest control problem is determined to be on the increase and shows no improvement, the City reserves the right to terminate the grace period.

- E. **PRICING:** Quotations shall be based on a fixed monthly price per facility to perform all pest control services as required to provide a pest free environment for each facility. Quotation must also specify how

many service calls are included in this monthly fee. Additional requirements not related to regular service may be ordered at the hourly rate quoted on the bid form. This quote will remain firm for the life of the contract. City of Madera will be afforded the benefit of any price reduction during the term of the contract.

F. LOCATIONS AND FREQUENCIES: This quote is for Pest Control Service at the locations and frequencies listed on Attachment A Bid Proposal and Authorization form.

G. REFERENCES: References from three governmental agencies or other similar accounts for which bidder currently provides pest control services are required using the attached form included as Attachment B.

H. EXTRA WORK: Service Provider shall, from time-to-time, be required to perform Extra Work of varying types. The following, though not inclusive, represents specific types of Extra Work that may be required and the conditions governing performance. Vendor shall prepare a written quote for all Extra Work and in all cases of Extra Work, no such work may be performed without prior written authorization from City.

1. Service Provider may be required to eradicate pests and rodents, such as ground squirrels, gophers, moles, etc. Pursuit of such eradication measures and the use of pesticides and other chemicals or eradication techniques shall be in accordance with all local, state and federal regulations governing the use of such agents or techniques. In no event shall the actions of Service Provider in effecting such eradication result in a danger to humans, domestic animals or plant life. Service Provider shall be responsible for any damages that result from a violation of local, state, or federal regulations governing eradication agents or techniques and/or improper or negligent use of such agents or techniques.

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## CITY OF MADERA

BID FORM AND PROPOSAL AUTHORIZATIONPEST CONTROL SERVICES

For each City facility, bidder must provide total monthly/annual cost for all labor, material and supplies (tax included) as specified in RFP.

	Facility	Interior When needed	Exterior	Frequency Suggested	Total Monthly Bid	Total Annual Bid
A	City Hall 205 W. 4 <sup>th</sup> St. Madera	X	X	Monthly		
B	Public Works 1030 S. Gateway Dr. Madera	X	X	Monthly		
C	John Wells Youth Center 701 E. 5 <sup>th</sup> Street	X	X	Monthly		
D	Police Department 330 South C Street	X	X	Monthly		
E	Intermodal 123 North E Street	X	X	Monthly		
F	Frank Bergon Senior Center 238 S. "D" St.	X	X	2 x Month		
G	Pan-American Community Cntr. 703 E. Sherwood	X	X	Monthly		
H	Mexican-American Cntr. 716 Columbia	X	X	Monthly		
I	Millview Community Center 1901 Clinton	X	X	Monthly		

J	Engineering Office 205 W .4 <sup>th</sup> Street	X	X	Monthly		
K	Rotary Youth Hut 113 S. Q Street	X	X	Monthly		
L	Wastewater Treatment Plant 13048 Road 21 1/2	X	X	Monthly		
M	Station # 56 317 N. Lake Street	X	X	Monthly		
N	Station # 57 200 S. Schnoor Street		X	Monthly		
O	Madera Municipal Airport 4020 Aviation Drive	X	X	Monthly		
P	Skate Park (In Rotary Park) 930 N. Gateway Drive	X	X	Monthly		
Q	Centennial Park Pool 221 Flume Street	X	X	Monthly		
R	Millview Park 1924-1998 Storey Road	X	X	Monthly		
S	Town and Country Park 2300 Howard Road	X	X	Monthly		
T	Well Sites (19 locations)  Addresses will be provided at pre-bid meeting		X	Semi-Annual (rotating schedule)		
U	Well Sites (19 locations)  Addresses will be provided at pre-bid meeting		X	As needed in addition to semi- annual schedule		**



<b>V</b>	<b>Sewer Lift Stations (4 locations)</b>  <b>Addresses will be provided at pre-bid meeting</b>		<b>X</b>	<b>Annual</b>		
<b>TOTAL FOR ALL FACILITIES</b>						

**\*\*** Provide pricing based on department calling vendor out for single additional treatment at individual well site. Pricing should be per call-out.

BID FORM AND PROPOSAL AUTHORIZATION, Cont.

Bidder may use this page to include any additional recommended services.

	<b>Facility</b>	<b>Suggested Service</b>	<b>Interior When needed</b>	<b>Exterior</b>	<b>Frequency Suggested</b>	<b>Total Cost Per Service</b>
<b>1</b>						
<b>2</b>						
<b>3</b>						
<b>4</b>						
<b>5</b>						
<b>6</b>						
<b>7</b>						
<b>8</b>						
<b>9</b>						
<b>10</b>						

BID FORM AND PROPOSAL AUTHORIZATION, Cont.

DATE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY / STATE / ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

EMAIL \_\_\_\_\_

PERSON PREPARING BID  
(Print or Type Name) \_\_\_\_\_

POSITION \_\_\_\_\_

SIGNATURE \_\_\_\_\_

CITY OF MADERA  
BID FOR  
PEST CONTROL SERVICES

CURRENT AGENCY OR BUSINESS REFERENCES

This form must be included as part of the sealed bid proposal. **References from five governmental agencies or other similar accounts for which bidder currently provides pest control services are required.**

1. AGENCY/COMPANY NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
DATE SERVICES STARTED: \_\_\_\_\_

SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: \_\_\_\_\_

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2. AGENCY/COMPANY NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
DATE SERVICES STARTED: \_\_\_\_\_

SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: \_\_\_\_\_

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3. AGENCY/COMPANY NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
DATE SERVICES STARTED: \_\_\_\_\_

SUMMARY OF FACILITIES INCLUDED IN THIS CONTRACT: \_\_\_\_\_

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**DRAFT**  
**CITY OF MADERA**  
**PEST CONTROL SERVICES**

THIS AGREEMENT made and entered into the \_\_\_day of\_\_\_, 2020, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" and \_\_\_\_\_ hereinafter called "Service Provider";

**RECITALS**

- A. The City is in need of Pest Control Services and the City has issued a Request for Proposals (RFP) for Pest Control Services.
- B. City requires a Pest Control Services Agreement from a qualified professional service provider.
- C. Service Provider is a firm having the necessary experience and qualifications to provide services under this Pest Control Services Agreement.
- D. After conducting an RFP process for Pest Control Services and after review and consideration, City desires to retain Service Provider to provide said services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Service Provider as follows:

1. Services. The City hereby contracts with Service Provider to provide Pest Control Services, herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on\_\_\_, 2020.

2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies in accordance with the minimum service requirements as listed below:

2.1. Scope of Maintenance Services. **INSERT SCOPE OF WORK**

3. Service Provider's fees and compensation: amount, how and when payable.

3.1 Fees. For all the work and services, including supplies and equipment, pertaining to the Pest Control Services Agreement and supplies required to be furnished by the Service Provider to the City, City agrees to pay to Service Provider and Service Provider agrees to accept and receive as payment in full the following fees and compensation which shall be known as the "Fee" to be paid as hereinafter set forth.

a. Cost Schedule

**INSERT PAYMENT SCHEDULE**

4. Term of Agreement. This Agreement shall be effective on \_\_\_\_\_, 2020, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through \_\_\_\_\_, 2021, unless otherwise terminated earlier by one of the parties pursuant to Section 8 of this Agreement. This Agreement may be extended by mutual written consent annually thereafter, not to exceed two (2) additional years, by providing such notice to the parties as identified in Section 8 of this Agreement.

5. Hold Harmless and Insurance Requirements.

5.1 Independent contractor. In the furnishing of the services provided herein, the Service Provider is acting as an independent contractor and not as an employee of the City. Service Provider acknowledges and agrees that at all times, Service Provider or any agent or employee of Service Provider shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Service Provider, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Service Provider or any agent or employee of Service Provider shall not have employee status with City, not be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Service Provider or any agent or employee of Service Provider is liable for the acts and omissions of itself, its employees, and its agents. Service Provider shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Service Provider's performing services and work, or any agent or employee of Service Provider providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Service Provider or any agent or employee of Service Provider. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Service Provider's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Service Provider performs work under this Agreement

5.2 Indemnification and Waivers. Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

5.3 Insurance. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as required by the City of Madera. A copy of the City's requirements for such insurance coverage is attached hereto as Exhibit "A".

5.4 The Service Provider shall submit a Performance Bond in the amount of \$50,000 and

Insurance Certificates as specified in the contract documents prior to commencing any work.

6. Attorney's Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

7. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under this Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

8. Termination.

8.1 This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, Service Provider shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

8.2 City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

- a. An illegal use of funds by Service Provider;
- b. A failure by Service Provider to comply with any material term of this Agreement;
- c. A substantially incorrect or incomplete report submitted by Service Provider to City.

In no event shall any payment by City or acceptance by Service Provider constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of Service Provider the repayment to City of any funds disbursed to Service Provider under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

All notices shall be mailed to the City:

City of Madera  
Public Works – Electrical/Facilities Operations Mgr.  
1030 South Gateway Drive  
Madera, CA 93637

To Service Provider: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Compliance with Laws.

9.1 Laws Incorporated by Reference. The full text of the laws listed in this Section, including enforcement and penalty provisions, are incorporated by reference into this Agreement.

9.2 **Conflict of Interest.** By executing this Agreement, Service Provider certifies that it does not know of any fact which constitutes a violation of Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

9.3 **Proprietary Information.** In the performance of Services, Service Provider may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Service Provider, such information must be held by Service Provider in confidence and used only in performing the Agreement. Service Provider shall exercise the same standard of care to protect such information as a reasonably prudent Service Provider would use to protect its own proprietary or confidential information.

9.4 **Nondiscrimination Requirements.** Service Provider shall comply with all state and federal laws in the administration of this Agreement.

9.5 **Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Service Provider to remove from, City facilities personnel of any Service Provider or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

9.6 **Public Records Act.** Service Provider acknowledges that this Agreement and all records related to its formation, Service Provider's performance of services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et seq.). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

10. **Notices.** All notices and communications from the Service Provider shall be to City's Streets Operations Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated above.

11. **Assignment.** Neither the City nor the Service Provider will assign its interest in this Agreement without the written consent of the other.

12. **Entire Agreement.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written provisions. Any changes to this Agreement requested by either City or Service Provider may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such a writing.

13. **Venue.** The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in the County of Madera.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA

BY: \_\_\_\_\_  
Andrew Medellin, Mayor

BY: \_\_\_\_\_  
Insert Service Provider name

ATTEST:

\_\_\_\_\_  
Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

## Insurance Requirements for Pest Control Services

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

### *Minimum Scope and Limits of Insurance*

Contractor shall maintain limits no less than:

- \$2,000,000 **Commercial General Liability** per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, sudden and accidental pollution and cleanup liability, and products and completed operations liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Such coverage shall include but shall not be limited to sudden and accidental pollution and cleanup liability and any coverage or limits required to meet all state and Federal requirements relating to the transfer of hazardous or contaminated materials in excess of the requirements herein. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- \$2,000,000 **Pollution Liability** per claim. Coverage shall be provided on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental or gradual pollution and remediation. Such insurance shall also include but shall not be limited to any coverage required to meet all State and Federal requirements relating to the removal, transfer, use, or other activity involving hazardous or contaminated materials. The City, its officials, officers, agents, and employees shall be included insureds under the policy.

### *Maintenance of Coverage*

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

### *Proof of Insurance*

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement

for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### *Acceptable Insurers*

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

#### *Waiver of Subrogation*

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

#### *Enforcement of Contract Provisions (non estoppel)*

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

#### *Specifications not Limiting*

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

#### *Notice of Cancellation*

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

#### *Self-insured Retentions*

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

#### *Timely Notice of Claims*

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

#### *Additional Insurance*

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.