



REQUEST FOR PROPOSAL

CITY WIDE PEST CONTROL SERVICES For FY19 and FY20

BID NO. 988-1114-19A

**Mandatory Pre-Bid Conference November 6, 2018, 9 AM
Public Works Conference Room
1201 W. 4th Street**

BID DUE DATE: November 14, 2018 at 2:00 PM



I. GENERAL CONDITIONS

1. General Bid Information – The Public Works Department of the City of Antioch, California, will receive bid responses at its office located at 1201 West 4th Street, Antioch, CA 94509 on October 14, 2018

2. Form of Bid - The bid shall be made on the attached bid form. If the form is deemed inadequate, additional information may be submitted with the bid, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted.

3. Interpretation of Bids - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a written request to the Public Works Department by 11am on Thursday November 8, 2018 for an interpretation thereof **prior** to the bid opening to the attention of Justin Pitcher jpitcher@ci.antioch.ca.us . The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, ([Bid Documents](#)), and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.

4. Addenda - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the vendor's/contractor's responsibility to check the City of Antioch website ([Bid Documents](#)), for any addenda that may have been issued prior to the bid/proposal due date.

5. Bid Opening- Bids shall be delivered to the Parks and Recreation Department of the City of Antioch located at 4703 Lone Tree Way, Antioch, CA 94531 on or after the day and hour set for the opening on the bids. A bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled time for opening bids.

6. Late Bids - Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.

7. No Bid - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise the vendor's name will be removed from the bidders' list. If a bid is submitted without an amount, it will not be considered.

8. Award or Rejection - The bid will be awarded to the lowest responsive bidder offering the best value to the City and will be announced by way of publishing to the City's Website ([Bid Documents](#)) Best value is based on all factors, including; cost (unit prices and total prices), contractors ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience, and efficiency of the contractor; quality of the contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts, and services, if applicable.



The City reserves the right to award the contract in whole to one bidder or to award the bid line by line and split the contract amongst the bidders, whichever is in the best interest of the City considering the administrative costs to the City for issuing and administering multiple contracts. The City reserves the right to reject any or all bids, or to waive any minor irregularities or informalities in the bid. The City reserves the right to change quantities prior to the award. Estimated quantities are no guarantee of a certain quantity to be ordered from City.

For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price for the City, including such administrative costs.

9. Terms and Conditions – The bidder shall not change the wording on the specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.

10. Independent Contractor-The Contractor is an independent contractor retained by the City. All personnel employed by the Contractor, including subcontractors, and personnel of subcontractors, are not and shall not be employees of the City.

11. Brand names - The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.

12. Indemnification- Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

13. Payment Terms - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms of the City of Antioch are Net 30 days. All invoices must include the Purchase Order number, job code and explanation of Services/Goods. The City shall make no payment until work has been inspected and approved by the City. The payment is contingent upon receiving proper invoice and delivery of the goods and/or services.

14. FOB Point - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.

15. Approved Equals – Brand names and numbers, when used, are for reference to indicate the
RFP CONTRACT & SPECIFICATIONS **KEEP THESE PAGES FOR YOUR RECORDS**



character or quality desired. The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that specified by the City. Determination of acceptability of any product shall be at the City’s sole discretion.

16. Tax - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes (8.75%).

17. Samples - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder; (2) number of bid; and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request, be returned at bidder’s expense unless retained by the City for future comparison.

18. Inspection - All goods rendered shall be subject to the inspection of the City, and unsuitable goods may be rejected. Defective goods shall be made good by the vendor/contractor in a manner satisfactory to the City. The City shall make no payment until goods have been inspected and approved by the City.

19. Assignment - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received there under by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

20. Warranty - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall meet the following requirements or any manufacturer’s or standard industry warranty whichever provides the greatest protection to the City:

- a. Meet all conditions of the Agreement;
- b. Shall be free from all defects in design, material and workmanship; and
- c. Shall be fit for the purposes intended.

Vendor/Contractor shall be solely responsible for the correction of those defects.

21. Timely Delivery – If indicated in the bid form, bidder shall state the time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by City. Time of delivery may be a consideration in the award of the contract.

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor/contractor.



22. Liquidated Damages- If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar days delay in furnishing the contract.

23. Termination for Default - The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the vendor/contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

24. Termination for Convenience - The City may, by written notice stating the extent and effective date, terminate the contract for convenience in whole or in part, at any time. The City shall pay the vendor/contractor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor/contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

25. Fiscal Year - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

26. Business License – The City of Antioch requires that any vendor/contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor/contractor) or services provided. If required, the awarding vendor/contractor must contact the Finance Department, at (925) 779-7059 for more information or a [Business License application](#).

27. Nondiscrimination and Equal Opportunity – Contractor shall not discriminate on the basis of a person’s race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation or any other prohibited basis under federal or state law, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or goods provided by



Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator for this Agreement.

28. Governing Law - This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.

29. Right to Audit. The City of Antioch reserves the right to verify, by examination of vendor’s/contractor’s records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

30. Assignment. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

31. Surety Bond- The Bidder is required to submit a bidder’s bond if included on the Bid Form. Unless stated to the contrary in the Detailed Specifications, Contractor is required to provide the following surety bonds from the admitted and authorized surety in California in the full amount of the work to be performed.

A Performance Bond and Payment Bond

31. Prevailing Wages. Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.

To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers’ compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this agreement shall be paid to all workers, laborers, and mechanics employed in the execution of the work by the contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filled with, and available for inspection, at the City offices. Contractor shall post at each jobsite, a copy of the prevailing rate of per diem wages. The contractor



shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rate for any public work done under the Agreement by it or by any subcontractor.

The City reserves the right to request and review the contractor's payroll records in the form of certified payroll records. In the event certified payroll records are requested, they are to be submitted via email to jpitcher@ci.antioch.ca.us. Furthermore, the Contractor is to submit two sets: One complete and one redacted of private information [on the second copy the name, address and social security number of the individual employees must be redacted (blacked out)]

32. Appeals- Any actual or perspective bidder or contractor that has a grievance in connection with any City solicitation or award of contract may protest in writing pursuant to the provisions in the Antioch Municipal Code section 3-4.03. Protestors are urged to seek resolution of their complaints initially with the using department.

33. Contract Documents- The work embraced herein shall be performed at the locations covered in this bid and in accordance with the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract, required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

The Successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Maintenance and Trade Services Agreement. The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Conditional bids cannot be accepted



II. INSTRUCTIONS AND CONDITIONS

PREPARATION OF BIDS:

- Each bid must be submitted on the enclosed bid form in a sealed envelope with the bid number, closing date, and time on outside.
- All information shall be entered in ink or typewritten or computer generated. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.
- Corrections and/or modifications received after the closing time specified will not be accepted.
- Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor/contractor to receipt of the goods or services by the City.
- Time of delivery may be a consideration in the award.
- Prices will be considered as net if no cash discount is shown.
- All bids shall be signed by an authorized officer or employee of the bidder.
- Bids must be submitted by the date and at, or prior to, the time specified to be considered. No late bids will be accepted in any format.

BID SUBMISSION: The Public Works Department of the City of Antioch, California, will receive at its office located at Maintenance Services Center, 1201 West 4th Street, Front Desk, **November 14, 2018 at 2:00 pm, bid responses for City of Antioch Bid No. 988-1114-19A.**

Questions relating to this bid should be submitted via email jpitcher@ci.antioch.ca.us



III. CONTRACTOR'S INSURANCE REQUIREMENTS

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 and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

1.	General Liability (including operations, products, and completed operations)	\$2,000,000	Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
2.	Automobile Liability	\$1,000,000	Per accident for bodily injury and property damage.
3.	Workers' Compensation		As required by the State of California.
4.	Employer's Liability	\$1,000,000	Per accident for bodily injury or disease

If the contractor maintains higher limits than the minimums shown above, the entity shall be entitled to coverage for the higher limits maintained by the contractors.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and



related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and 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. General liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the Contractor's insurance policy, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) day's prior written notice has been provided to the City.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the contractor, its employees, agents, and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable by entity.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.



Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.



IV. DETAILED SPECIFICATIONS- Bid No. 988-1114-19A

The City of Antioch is soliciting bids for City Wide Pest Control Services

Bonds- There are no bonds required for this project/contract.

Contract Period- The contract will be in effect from January 1, 2018 until June 30, 2020. The City reserves the right to extend the awarded contract for 2 additional fiscal years.

Quality- Only Products of new manufacturer will be accepted.

Order Schedule- Services will be rendered bimonthly beginning with the month of January, except for the Antioch Water Park, which is to be serviced as indicated on the locations section of this document. All services will be scheduled in advance with City Representative.

Alternate Items- The City will accept submittals for alternate items in addition to items listed.

Terms and Conditions- The successful bidder must comply with the City's insurance requirements as set forth in this document and terms of any purchase order or Agreement issued by the City.

Delivery Requirements- Services shall be scheduled and delivered to each indicated site at the indicated interval. Services shall be scheduled with City representative.

Invoicing- Invoices must be mailed to City of Antioch, PO Box 5007, Antioch, CA 94531-5007.

Submittals- For each proposed for utilization while executing the contract, bidder shall submit the product label and SDS sheet for consideration. This information must be included at time of bid and must be consistent with the product to be delivered if bid is awarded.

References- All bidders must provide a list of four (4) private and/or public entities who have utilized bidder's services. Please include names and telephone numbers of individuals who can be contacted regarding your products and services.

Taxes- State sales tax and all other applicable taxes and clean up charges shall be added to the invoice after receipt. Do not include taxes in your unit cost for this bid. The City is exempt from Federal Excise Tax. An exemption form may be issued to the successful bidder.

Scope of Work:

Contractor to treat and/or provide for an environment that is free from, but not limited to, the following pests:

1. Spiders, cockroaches, and beetles
2. Crickets and grasshoppers
3. Ants (all species), earwigs, sow bugs, and silverfish
4. Fleas and other biting insects



5. Wasps, hornets and other stinging insects nesting in the interior or exterior of specified buildings.
6. Mice, rats, and other rodents

All contractor personnel shall wear a uniform with proper identification whenever working in or around any City facility. Contract personnel shall schedule all visits prior to providing services with the Cities representative. Contract personnel shall also check in with City staff before performing services to receive and update on any issues that may have cone up since the last routine service.

The Contractor must perform a thorough inspection during routine service. Contractor personnel shall provide the City with a copy of the inspection report within one week of service in order to report any issues that may be addressed by the City prior to the next scheduled service (i.e. trim vegetation away from building, install door sweeps, ect.)

Complaints and service requests between routine services must be addressed within 24 hours after notification and will be at no cost to the City.

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

Contractor shall establish and submit to the City representative a schedule of service to be provided at each facility. Each facility is services at the noted interval.

Integrated Pest Management (IPM) Policy:

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


Locations and Location Sizes:

1	<u>CITY HALL & COUNCIL CHAMBERS</u>	Approx. Sq. Ft	31,385
	200 H Street	Basement	7,195
		1 st Floor	6,707
		2 nd Floor	7,195
		3 rd Floor	7,195
		C Chambers	3,093
2	<u>ANTIOCH SENIOR CENTER AND NICK RODRIGUEZ COMMUNITY CENTER</u>	Approx. Sq. Ft	30,270
	415 W 2nd Street		
3	<u>POLICE & ANIMAL SERVICES</u>	Approx. Sq. Ft	50,953
	300 L Street	PD 1 st Floor	34,051
		PD2 nd Floor	14,712
		Animal Svc.	2,190
4	<u>PUBLIC WORKS</u>	Approx. Sq. Ft	10,100
	1201 W 4th Street		
5	<u>ANTIOCH COMMUNITY CENTER</u>	Approx. Sq. Ft	40,000
	4703 Lone Tree Way		
6	<u>ANTIOCH WATER PARK*</u>	Approx. Sq. Ft	12,030
	4701 Lone Tree Way		
7	<u>ANTIOCH COMMUNITY PARK</u>	Approx. Sq. Ft	462
	801 James Donlon Blvd		

***Service months for this location only are April, May, June, July, August, and September**



RETURN THE FOLLOWING PAGES WITH YOUR BID

V Bid Work Sheet - Bid No. 988-1114-18A - Due November 14, 2018 at 2:00 pm

To The City of Antioch:

In compliance with the annexed notice inviting sealed bids, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Worker's Compensation Insurance and all payroll taxes on such labor) to provide goods and services as herein described in accordance with all terms of the bid document and City Purchase Order and City Agreement as applicable, at the bid prices.

All prices shall be F.O.B. Jobsite, Antioch, California, and shall include any and all applicable taxes. The current sales tax rate for the City of Antioch is 8.75%.

All questions regarding this request for proposal must be emailed to jpitcher@ci.antioch.ca.us.

Bidder's Information

The undersigned bidder declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to bidders.

Does proposed bid conform to all requirements listed in this document? _____

If NO, explain non-conforming specifications in detail on separate sheet.

Terms or Cash Discount (if other than net 30 days) _____

Company Name _____

Contact Name _____

Title _____

Address _____

City/State/Zip _____

Telephone _____ FAX _____

Email Address _____

Contractor's License No. _____ Exp. Date _____

City of Antioch Business License No. _____ Exp. Date _____

Signature _____ Date _____

Send via mail (sealed) to:
City of Antioch
Bid No. 988-1114-19A
Public Services Center
1201 West 4th Street
Antioch, CA 94509

or

Deliver via courier (sealed) to:
City of Antioch
Bid No. 988-1114-19A
Public Services Center
1201 West 4th Street
Antioch, CA 94509

Official Bid Form

	LOCATION	Price Per Service	Services Per Year	Total Per Year
1	<u>CITY HALL & COUNCIL CHAMBERS</u>		6	
	200 H Street			
2	<u>ANTIOCH SENIOR CENTER AND NICK RODRIGUEZ COMMUNITY CENTER</u>		6	
	415 W 2nd Street			
3	<u>POLICE & ANIMAL SERVICES</u>		6	
	300 L Street			
4	<u>PUBLIC WORKS</u>		6	
	1201 W 4th Street			
	Account To Charge: 1002190-63010			
5	<u>ANTIOCH COMMUNITY CENTER</u>		6	
	4703 Lone Tree Way			
6	<u>ANTIOCH WATER PARK</u>		6	
	4701 Lone Tree Way			
7	<u>ANTIOCH COMMUNITY PARK</u>		6	
	801 James Donlon Blvd			

NON COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED AND RETURNED WITH YOUR BID

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NAME: _____

SIGNATURE: _____

TITLE: _____

Subscribed and sworn to before me by:

This _____ day of _____, 2016

Notary Public

SAMPLE
MAINTENANCE AND TRADE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 201__ between _____ ("Contractor"), whose address is _____ and telephone number is _____ and the CITY OF ANTIOCH, a municipal corporation ("City").

RECITALS

A. Contractor is qualified and experienced in providing services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to obtain these services from Contractor for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

1. **Services to be Performed.** The work will consist of providing services for the City of Antioch to _____ as described further in Exhibit A, Scope of Work, which is attached and incorporated to the extent consistent with this Agreement.
2. **Compensation.** The total compensation under this Agreement shall not exceed _____, with the details set forth in Exhibit A, which is attached and incorporated to the extent consistent with this Agreement.
3. **Term.** The term of this Agreement will expire on _____.
4. **Method of Payment.** Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approval by City. Delivery of any goods shall not constitute acceptance of any goods.
5. **Indemnification.** Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States.

This entire indemnification provision shall survive termination or cancellation of this Agreement.

6. **Insurance.** During the term of this Agreement, Contractor shall maintain at its own cost and expense the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement and the results of that work by the Contractor, its agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:

a. **Commercial General Liability (CGL):**

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. **Railroad Protective Liability.** If Contractor's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

c. **Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

d. **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. For services deemed public works, by signing this agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

e. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. ***Additional Insured Status.*** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

ii. *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

iv. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

v. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

e. Certificate of Insurance and Endorsements. Contractor shall furnish the City with original 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 City 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 City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

g. Higher limits. If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the 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 City.

7. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and other requirements set forth in the bid or contract documents; otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

8. Warranty Against Defects. Contractor warrants all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within 12 months following acceptance or any longer period of time provided by Contractor's standard warranty, Contractor shall be solely responsible for the correction of those defects.

9. Labor Code Prevailing Wage. To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

10. Notices. This Agreement shall be administered by _____ ("Contract Administrator"). Any formal written notice to Contractor shall be sent to:

Any formal written notice to City shall be sent to:
City Manager
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

11. **Miscellaneous Provisions.**

a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of goods accepted and/or work completed when notice is received. Contractor may not terminate this Agreement.

b. Contractor shall not assign or transfer this Agreement.

c. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

d. This Agreement constitutes the entire understanding of the parties.

e. This Agreement may only be modified by a writing signed by the authorized representative of both parties.

f. Contractor covenants that it has obtained all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.

g. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws.

Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.

h. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.

i. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Contra Costa County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF ANTIOCH:

CONTRACTOR:

By: _____
Ron Bernal, City Manager

By: _____

Title: _____

By: _____

Title: _____

(Second signature required if a corporation)

ATTEST:

Arne Simonsen CMC, City Clerk of City of Antioch

APPROVED AS TO FORM:

Derek Cole, City Attorney

CITY OF ANTIOCH CONTRACT INSURANCE REQUIREMENTS

NOTE TO CONTRACTOR: Forward this document to your insurance broker.

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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

NOTE TO BROKER:

Please initial each item as completed and email back to jpitcher@ci.antioch.ca.us

All certificates and endorsements must be emailed to jpitcher@ci.antioch.ca.us, with the name of the contract clearly identified on the certificates and endorsements **AND annual renewals automatically be generated and emailed as instructed. Your efforts to reduce unnecessary paper production and manual paper processing is appreciated; electronic mail only.**

CERTIFICATE OF INSURANCE REQUIREMENTS:

- Certificate holder includes City and the specific Department, so it is routed to the right person.
- Their insured's name is the same as the Contractor named in the contract.
- Insurer meets A.M. Best acceptable ratings standards (A, VII).
<http://www3.ambest.com/ratings/entities/search.aspx?altsrc=25&URATINGID=9827>
- Insurer is admitted in California or is an acceptable non-admitted insurer.
<https://interactive.web.insurance.ca.gov/companyprofile/companyprofile?event=companyProfile>
- Descriptions of operations, locations, dates at the bottom of Certificate are accurate.
- Policy periods are current; a tickler is set to get updated certificates if the contract period runs beyond the policy expiration date.
- Certificate includes the broker's/agent's signature.
- Certificate shows coverage for each category of insurance required in the contract: these can include Liability; Auto; Workers Compensation/Employer's Liability; Professional Liability (*aka: Errors & Omissions*).
- Limits at least as high as the minimum required in the contract, for each required coverage.
 - The limits must meet the per Occurrence amount, not the Aggregate amount.
 - Excess or Umbrella coverage is provided if the primary policy does not meet the limits.
- Excess or Umbrella policies have the same coverage period as the primary policy.
 - If Excess form is provided, it is always "following form" to the primary policy.
 - If Umbrella coverage is provided, it must be confirmed in writing that it is "following form." ("Following form" simply means it provides the same coverage as the Primary policy.)
- Workers Compensation provides Statutory Limits & Employers Liability coverage. (*This coverage is not required if the owner has no employees.*)
- The Self-Insured Retention (*SIR or deductible*), if any, is acceptable per contract terms.
- Auto liability covers "any auto" (*or non-owned & hired if contractor has no autos. This coverage is required when vehicles are used in performance of the actual job, not to and from a job.*)
- General liability coverage is on an "occurrence" basis, not "claims-made" basis (*rarely an issue except on Professional Liability/E&O policies, where "claims-made" policy is acceptable.*)

CITY OF ANTIOCH CONTRACT INSURANCE REQUIREMENTS

MINIMUM SCOPE AND LIMIT OF INSURANCE

___ 1. **Commercial General Liability (CGL) - Insurance Services Office Form CG 00 01**

Certificate Requirement: General liability coverage is on an “occurrence” basis, not “claims-made” basis (*rarely an issue except on Professional Liability/E&O policies, where “claims-made” policy is acceptable*).

Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

___ 2. **Automobile Liability - Insurance Services Office Form CA 0001**

Certificate Requirement: Auto liability covers “any auto” (*or non-owned & hired if contractor has no autos. This coverage is required when vehicles are used in performance of the actual job, not to and from a job.*)

Covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

___ 3. **Workers’ Compensation**

Certificate Requirement: Workers Compensation provides Statutory Limits & Employers Liability coverage. (*This coverage is not required if the owner has no employees.*)

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.

___ 4. **Professional Liability *(Errors and Omissions): - *Not required for Maintenance Service Contracts***

Insurance appropriate to the Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. (If applicable – see footnote next page) If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the 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 Entity.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the 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 Entity.

___ **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

___ **Additional Insured Status**

Certificate Requirement: Additional Insured Status forms –the appropriate form numbers are provided (see the lower left corner). (*Construction jobs require BOTH CG 20 10 10 01 and CG 20 37 10 01 or if custom, those with the same indemnity wording. CG 20 37 10 01 provides completed operations coverage.*)

(*An Additional Insured endorsement is not necessary for Auto coverage or Professional Liability.*)

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials,

CITY OF ANTIOCH CONTRACT INSURANCE REQUIREMENTS

parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01).

Primary Coverage

Certificate Requirement: Primary Coverage to the City is provided under Liability coverage.

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Certificate Requirement: Notice of Cancellation is provided on all policies.

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity **via email to:** jpitcher@ci.antioch.ca.us

Waiver of Subrogation

Certificate Requirement: Waiver of Subrogation is provided under Workers' Compensation and Property coverage.

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers A.M. Best Rating _____ Explain if less than A:VII _____

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

CITY OF ANTIOCH CONTRACT INSURANCE REQUIREMENTS

Contractor shall furnish the Entity with original 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 Entity 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 Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.