



SACRAMENTO REGIONAL TRANSIT DISTRICT  
PROCUREMENT SERVICES DEPARTMENT  
P.O. BOX 2110, SACRAMENTO CA 95812-2110

## REQUEST FOR QUOTE (RFQ)

**DATE:** June 3, 2020

**DELIVER TO:** PROSPECTIVE BIDDER

**SUBJECT:** RFQ 2020060 Bus Pest Control Services

**FROM:** Sue Gonzales  
Procurement Analyst II

**PHONE:** (916) 556-0471

**E-MAIL:** sgonzales@sacrt.com

Sacramento Regional Transit District (SacRT) is soliciting bids from Contractors with qualifications, experience, and knowledge to provide Bus Pest Control Services as specified in Section 2.0.

This Contract is subject to a financial assistance contract between SacRT and the U.S. Department of Transportation. Contractor must comply with all Equal Employment Opportunity (EEO) laws and regulations and all other federal and state laws and regulations governing the grant(s) used to fund this project.

It is SacRT's policy that Small Business Enterprises ("SBEs") (defined as a business that has been certified as a small business by the California Department of General Services or any other public agency that certifies small businesses under applicable laws), and Local Businesses ("LBEs") (defined as a business that maintains its Principal Place of Business within the geographical boundaries of Sacramento, El Dorado, Placer, Sutter, Yolo or Yuba counties, and is an established business entity conducting business operations for at least 6 consecutive months prior to the due date of the bid or proposal) will have the maximum opportunity to participate in the performance of this Contract.

To further that policy, SacRT will provide a 10% price preference to Bidders meeting the SBE participation goal and a 10% price preference to Bidders meeting the Local Business participation goal set for this Contract. Bidders eligible for both preferences will receive a 20% preference. See Attachment 5, Small and Local Business Enterprise (SBE/LBE) Requirements for additional information.

SacRT hereby notifies all Bidders it will affirmatively ensure that, in regard to any contract entered into pursuant to this solicitation, contractors will be afforded full opportunity to submit a bid in response to this invitation and will not be discriminated against on the grounds of race, color, creed, national origin, sex, disability or age in consideration for an award.

For questions regarding this solicitation, contact Sue Gonzales through SacRT's PlanetBids Vendor Portal. Bids must be submitted through SacRT's PlanetBids Vendor Portal **no later than 2:00 p.m. on June 29, 2020.**

- Length of Service – 5-year term.
  - Quote must be good for 90 days
  - Insurance Requirements - The selected Contractor must be able to obtain and maintain the insurance required and described in Attachment 1 of this solicitation.
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## 1.0 Introduction

SacRT operates approximately 65 bus routes in a 418-square mile service area. Bus service is provided 365 days a year with 192 Compressed Natural Gas (CNG) powered buses. SacRT also provides a Community Bus Service (CBS), Smart Ride Service and Folsom Service which operates a fleet of 57 gas, diesel, electric, and CNG coaches.

SacRT is soliciting bids from contractors that can provide pest control services for its buses. Services must be performed while the buses are out of service, as further set out below. In addition, **Contractor must be available and on-call 7 days a week** for daily call-back services, as needed, emergency services and other special requests.

**IMPORTANT NOTE:** This Contract requires daily call-back services on an as-needed basis. This means that the successful Bidder must provide re-treatment services for a specified number of buses every day, if needed. Potential Bidders must have sufficient staffing necessary to respond to SacRT's daily call-back requests and provide re-treatment services. Refer to Section 2.0, Scope of Services, Item E.8 for more information.

## 2.0 Scope of Services

Contractor is responsible for all materials, supplies, equipment, tools, labor, permits and other services necessary to provide full treatment pest control services for all buses specified as follows:

- A. Inspect and treat to effectively control and eradicate ants, spiders, fleas, roaches, earwigs, silverfish, bed bugs, lice, rats, mice, and rodents, plus any other pests other than termites, which are specifically excluded from this Contract, from the locations listed under Section 4.0, Service Locations and Schedule, through the application of chemical and/or non-chemical pest control methods.
- B. All pesticides must be procured, processed, handled, and applied by Contractor in strict accordance with the manufacturer's label, must be registered with the Environmental Protection Agency (EPA) under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and used in accordance with California Department of Pesticide Regulation (DPR) requirements.
- C. Contractor may not use pesticides in any pest control treatment program required by this Contract in any manner inconsistent with its labeling. All pesticides used in the pest control treatment programs must be properly labeled for the control of the target pests against which they are being used and Contractor must strictly adhere to label instructions.
- D. Contractor must remove all insecticides and rodenticides from the locations covered by this Contract at the end of the Contract term. Contractor must submit written certification of such removals to the appropriate SacRT staff responsible for the service location and/or vehicle.
- E. Contractor must:

1. Employ a responsible method of pest control management with the least possible hazard to people, property and the environment and the most judicious use of pesticides;
2. Perform services and provide proper notification of pest control treatment(s) in accordance with all applicable federal, state and local laws;
3. Not use rodent poisons of any kind, sticky mats or tacky mats to control rodents without prior written approval by SacRT;
4. Submit Safety Data Sheets (MSDS) for approval by SacRT's Safety Department for each chemical to be used in the treatment procedure before treatment is performed;
5. Provide services at least once per month for all buses listed under Section 4.0, Service Locations and Schedule. SacRT may increase or decrease the number or types of buses in its fleet at any time during the Contract term. SacRT may also add or change service locations at any time during the Contract term. Additional buses or buses at new locations will be paid for at the per bus price set out in Form 1. The specific day and time of service must be mutually-agreed upon between Contractor and SacRT for the bus being serviced. SacRT may change the schedule at any time to accommodate its operational needs;
6. Provide SacRT with an inspection and service schedule, mutually agreed upon between Contractor and SacRT, at the start of the treatment program. Contractor must immediately report any deviation from this schedule to all SacRT personnel listed under Section 5.0, Service Requests;
7. Complete the bus fleet form (Attachment 4) for each service. Each form must be signed by the authorized personnel listed under Section 5.0, Service Requests for Contractor to be reimbursed for service. Contractor must submit a copy of the signed bus fleet forms with each monthly invoice. Refer to Section 7.0, Compensation, for more information. SacRT will be replacing a portion of its fleet during the Contract term and will provide Contractor with revised bus fleet forms when needed;
8. Provide daily call-back services for buses, as needed, in accordance with Contractor rates listed on the Bid Pricing Form. Daily call-back service may be requested by SacRT when driver reports of pests are made before daily bus pull-out (i.e. when previous treatment(s) fail to control the pests specified under this Contract). If any pests are discovered by SacRT, Contractor must provide inspection and treatment services no later than 12:00 p.m. on date of notification for the number of buses reported to have pests. Daily call-back service does not include re-treatment of the entire fleet;

9. Report any evidence of pest infestation by pests not covered under this Contract, and any conditions conducive to pest infestation at the time such infestation or conditions are first noticed; and
10. Report to the Bus Maintenance Supervisor's Desk at 1323 28<sup>th</sup> Street prior to and after performing any services, including services at other locations.

### 3.0 Facilities and Equipment

Except as set forth in this Scope of Work, Contractor must, at its sole cost and expense, furnish all facilities and equipment that may be required to provide services pursuant to the Contract.

### 4.0 Service Locations and Schedule

#### A. Buses

1. Services required for buses include treatment inside and outside of the bus.
2. Because buses are in service during normal business hours, pest control services must be performed when the buses are out of service, which must be after daily bus pull-in (after 11:30 p.m.) and before daily bus pull-out (before 5:00 a.m.) for buses at 1323 28<sup>th</sup> Street and 2501 Florin Road and after 10 p.m. and prior to 5:00 a.m. for buses at the other locations. Due to the large quantity of buses and differing service schedules, Contractor may be required to make more than one trip to complete all services.
3. Daily call-back treatment services may be requested by SacRT on an as-needed basis. Please reference Section 2.0, Scope of Services, Item E.8 for more information.

BUS LOCATION	SACRT REFERENCE	ESTIMATED QUANTITIES	SERVICE FREQUENCY
1323 28 <sup>th</sup> Street	Bus Maintenance	212	Once Monthly
3701 Dudley Blvd	CBS	31	
Automall Pkwy, Folsom	Hazel Station Park & Ride	15	
2501 Florin Rd, Sacramento	Paratransit	50	
TBD	Paratransit	70	

### 5.0 Service Requests

Services may be requested only by the following authorized SacRT personnel:

Director, Bus Maintenance

Bus Maintenance Superintendent  
Bus Maintenance Supervisor

Contractor must ensure that proper authorization is received from the personnel listed above before performing any services. Contractor will not be reimbursed for services requested by any personnel not listed above.

## 6.0 Contract Type and Term

This Contract will be a requirements Contract, for Contractor to fulfill SacRT's bus pest control needs for the term of the Contract. Estimated quantities are only for the purposes of determining a low bidder and SacRT does not represent or guarantee that any or all such quantities will be met.

The term of the Contract will commence on August 10, 2020 and will expire August 9, 2025.

## 7.0 Compensation

Contractor must remit one invoice on a monthly basis for review and approval setting out the services provided and billing rates in accordance with Contractor's rates listed on the Contractor's Bid Pricing Form. Invoices must reflect all completed services and all daily call-backs for the period of service. Invoices must contain the following information:

- Contract purchase order (PO) number
- Invoice number
- Date of service request
- Number of buses serviced at time of monthly service and applicable fixed rate
- Number of buses serviced per daily call-back requests and applicable fixed rate
- Total invoice price
- Bus Fleet Form – (see example in Attachment 4, SacRT will provide an updated Bus Fleet form prior to Contractor performing services. Note: the number of buses in Attachment 4 does not match quantities in the table in Section 4.0 because SacRT has not yet assigned numbers to buses that will be providing paratransit services beginning June 28, 2020)
  - A separate bus fleet form MUST be completed in full and signed by both Contractor and SacRT for each service visit.
  - These forms must be submitted with all invoices for invoices to be accepted and paid. Invoices will not be accepted without a completed form or forms.

Invoices must be addressed as follows:

Sacramento Regional Transit District  
ATTN: Maintenance Supervisor – Bus  
P.O. Box 2110  
Sacramento, CA 95812-2110

Invoices can also be emailed to [jrobison@sacrt.com](mailto:jrobison@sacrt.com). SacRT will pay Contractor for all amounts properly invoiced within 30 days after receipt. Invoices that do not include the required

information listed above will be sent back to Contractor for correction and will not be paid until 30 days after SacRT receives the correct invoice.

## 8.0 Special Conditions

### A. Contractor Licensing and Registration Requirements

In accordance with California Food and Agriculture Code, Section 11701, Contractor must be licensed at the time of Contract Award with the Structural Pest Control Board (SPCB), California Department of Consumer Affairs (DCA). The license must be in Branch 2 and be active and in good standing.

Structural Pest Control Board  
2005 Evergreen Street, Suite 1500  
Sacramento, CA 95815  
Phone: (916) 561-8704  
Web Site: [www.pestboard.ca.gov](http://www.pestboard.ca.gov)

Service Applicators, Field Representatives, and Operators must have a valid Qualified Applicator License (QAL) with appropriate pest control category(ies) with them when performing services. Copies of renewed licenses must be submitted to SacRT each year.

In accordance with California Food and Agriculture Code, Section 11732, prior to performing any work under this Contract, Contractor must register with the Sacramento County Agricultural Commissioner's Office.

Sacramento County  
Agricultural Commissioner's Office  
4137 Branch Center Road  
Sacramento, CA 95827  
Phone: (916) 875-6603  
Web Site: [www.agcomm.saccounty.net](http://www.agcomm.saccounty.net)

### B. Items Required at Time of Contract Award

At time of Contract award, successful Bidder must submit the following to SacRT:

1. Proof of License and Registration: Bidder must submit a copy of its current SPCB license and verification of Sacramento County Agricultural Commissioner's Office registration. The license must cover the requirements stated in this Request for Quote.
2. Contract Supervisor and Alternate: Bidder must submit names of the Contract supervisor and an alternate and copies of licenses for each. The supervisor must have authority to act on matters pertaining to the performance of services required under this Contract. This individual will be responsible for ensuring the safety of the services provided and must also coordinate and ensure continuity of the services provided. The supervisor and alternate must have a working knowledge of this Contract,

including the pest control services plan and schedule for each service location and vehicle.

3. Contract Personnel: Bidder must submit the names of all pest control personnel assigned to this Contract and pertinent information regarding their qualifications, experience and training, including copies of all applicable licenses. Throughout the life of this Contract, all personnel providing on-site pest control services must be licensed in the appropriate category of structural pest control (Branch 2). Bidder must not permit unlicensed personnel to work under this Contract.

### C. Organizational Conflicts

Contractor, including its subcontractors, is not eligible to submit a proposal, bid, or sub-bid as either a prime or subcontractor for any contract subsequently offered by SacRT if award of the later contract would result in a real or apparent conflict of interest due to the potential for bias or unfair competitive advantage. If Contractor or its subcontractors submits a bid in violation of this provision for any contract subsequently offered by SacRT, SacRT may disqualify Contractor or the subcontractor. A real or apparent conflict of interest may exist if:

- A. The quality and objectivity of the work under this Contract might be negatively affected by Contractor's or its subcontractor's interest in the later contract;
- B. The quality and objectivity of the work under the later contract might be negatively affected by Contractor's or its subcontractor's interest in this Contract; or
- C. Work under this Contract would give Contractor or its subcontractor an unfair competitive advantage over other proposers, bidders, or sub-bidders for the later contract.

This prohibition extends to all affiliates of the successful Contractor and its subcontractors. Affiliate means a corporation or other organization that is related to another corporation or organization by shareholdings or other means of control, including a subsidiary, parent, or sibling corporation/organization.

The existence of a real or apparent conflict of interest will be determined on a case-by-case basis, taking into account all relevant facts to determine whether (a) there is a real conflict of interest or (b) a reasonable person would believe there appears to be a conflict. The following are examples of situations that would likely result in a prohibited conflict of interest:

- Providing both design and construction services for the same project or portion of a project.
- Providing both design and construction management services for the same project or portion of a project.
- Providing both design and project control services for the same project or portion of a project.
- Providing both construction and construction management services for the same project or portion of a project.
- Providing both project control and construction services for the same project or portion of a project.

- Preparing an Environmental Impact Report or Statement while, at the same time, providing design (other than Preliminary Engineering necessary to complete the EIR/S) or construction services that may be affected by the outcome of the EIR/S.
- Bidding or proposing for a project if the contractor helped develop or draft the specifications, requirements, statements of work, invitations for bids and/or requests for proposals.

Contractor is required to inform prospective subcontractors that the subcontractors also could be subject to the restrictions in future contracting.

The obligations set out in this Section will survive the termination of this Contract.

## **9.0 General Conditions and Instructions to Bidders**

### Responsibility Factors

In determining whether a Bidder is responsible, consideration will be given to the following factors:

- A. The ability, capacity and skill of the Bidder to perform the Contract or effectuate the transaction, without delay;
- B. The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and
- C. The quality of Bidder's performance on previous contract with, or purchases by, SacRT.

## **9.1 Bid Submission**

All Bids must be submitted to SacRT no later than the date and time specified in this RFQ through SacRT's PlanetBids Vendor Portal. SacRT assumes no responsibility for delay of electronic bid submission that results in the late arrival of any Bid. Bidder is solely responsible for ensuring that its Bid is delivered on or before the Bid deadline in the manner set forth in this RFQ.

SacRT will only consider electronic Bids submitted through SacRT's PlanetBids Vendor Portal according to the instructions set forth in this RFQ. Late Bids will not be accepted.

## **9.2 Organizational Conflicts**

A Bidder that has previously participated, as either a prime contractor or subcontractor, in any of the following SacRT contracts may be deemed ineligible to participate in this Contract:

NONE FOUND

A bidder or its proposed subcontractor who believes its eligibility for either this Contract or future contracts may be affected by this provision is encouraged to contact SacRT with any questions regarding the applicability of this provision.



## **10.0 Bid Price**

Bid Forms must be uploaded to SacRT's PlanetBids Vendor Portal. All prices submitted through PlanetBids must be in U.S. dollars. Unit prices must include all costs for the services to be provided with overhead, profits, insurance and all other costs included.

Bids must be quoted exclusive of applicable California state and local sales taxes. SacRT will furnish a Federal Excise Tax Exemption Certificate, if applicable, and pay applicable California state and local sales tax.

## **11.0 Determination of Low Bid and Contract Award**

Determination of the lowest Bidder will be based on the bid amount submitted through SacRT's PlanetBids Vendor Portal. Estimated quantities are only for the purposes of determining a low bidder and SacRT does not represent or guarantee that any or all such quantities will be met.

Subject to SacRT's right to reject any and all bids as it may deem proper, a Contract will be awarded by the General Manager/CEO to the lowest responsible and responsive Bidder within 90 days after bid opening.

If SacRT receives only one bid or if because of some disqualifying action only one responsive and responsible bid remains to be considered, SacRT will determine whether such bid is fair and reasonable. SacRT may perform cost and price analysis to make such determination. Contractor must permit SacRT or its designee to review Contractor's cost records at reasonable times in order to determine whether Contractor's bid is fair and reasonable when Contractor is the only responsive bidder.

### **11.1 Mathematical Errors**

In determining the amount bid by each Bidder, SacRT may disregard computations that contain obvious mathematical errors in addition, subtraction, multiplication, and division that appear on the face of the Bid Pricing Form. When such mathematical error(s) appear(s) on the face of the Bid Pricing Form, SacRT may, but will not be obligated to, correct any such error and compute the total amount bid by said Bidder on the basis of the corrected figure or figures to determine which Bidder has submitted the lowest Bid.

When an item price is required to be set forth in the Bid and the total price for the item does not agree with a figure that is derived by multiplying the item price by the estimated quantity of work to be performed for said item, the item price will prevail over the total extended price for the item. The total to be paid for each item will be based upon the item price and not the total extended price for the item. If the Bid contains only a total extended price for the item, and not the item price, SacRT will determine the item price by dividing the total price for the item by the stated estimated quantity of work to be performed for said item.

## **12.0 Request for Clarification**

Prospective Bidders may request clarification of any part of the RFQ by submitting the request in writing through SacRT's PlanetBids Vendor Portal no later than **Thursday**,

**June 25, 2020.** SacRT will respond to any request in writing. Any change in this RFQ will be effected by the issuance of an addendum.

### **13.0 Sample Contract and Contract Provisions**

The successful Bidder will be expected to comply with the insurance requirements set forth in Attachment 1 and enter into SacRT's form of agreement which includes SacRT Sample Contract (Attachment 2), and SacRT General Contract Provisions (Attachment 3). Any questions or issues regarding these provisions must be submitted prior to the deadline through the Request for Clarification process, as they are not subject to post-bidding modification through negotiations.

The successful Bidder will be required, following notification of award, to submit proof of insurance as specified in Attachment 1 prior to contract execution.

### **14.0 SacRT Protest Procedures**

SacRT has a formal procedure for bid protests. If Bidder wishes to receive a copy of the Protest Procedure, please submit your request through SacRT's PlanetBids Vendor Portal.

Thank you for your time and your firm's interest in SacRT's contracting opportunity.

*Any non-sequential Attachments or Bid Forms that are not listed below are intentionally omitted.*

#### **Attachments:**

Attachment 1	Insurance Requirements
Attachment 2	SacRT Sample Contract
Attachment 3b	SacRT General Contract Provisions
Attachment 4	Example Bus Fleet Form
Attachment 5	SBE/LBE Requirements

#### **Forms:**

Form 1	Pricing Form
Form 2	Interests and Gratuities Certification
Form 3	Certification Regarding Organizational Conflicts
Form 4	Certification Regarding SacRT's Form of Agreement