



# CITY OF SACRAMENTO

## PROCUREMENT SERVICES DIVISION

**FILED**

**Bid Number: B081181018**

OCT 24 2007

By The  
Office of The City Clerk

### INVITATION FOR BID And Contract Specifications

**FOR: Integrated Pest Management Services**

***Bids Must Be Received Prior To 2:00 P.M. on October 17, 2007***

#### **Bids Must Be Submitted To:**

<u>U.S. Mail</u>	<u>Expedited Non-U.S. Mail</u>	<u>Personal Delivery</u>
City Clerk's Office P.O. Box 122391 Sacramento, CA 95812-2391	City Clerk's Office 915 I Street, Ste. 122391 Sacramento, Ca 95814-2604	City Clerk's Office Historic City Hall 915 I Street, Ste. 116 Sacramento, CA 95814

**Pre-Bid Conference:**  
**Mandatory:**  Yes  
 No

**Monday, October 1, 2007 8:00 a.m.**  
**Meadowview Corporation Yard**  
**2812 Meadowview Rd., Bldg. 1**  
**Sacramento, CA 95822**

#### **NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:** (Bidder to complete the following information)

Name of Bidder: TRUE VALUE PEST CONTROL

Address: 4466 REINHOLTZ AVE

City, State, Zip Code: TULOCK, CA. 95382

Phone Number: 800.292.2404 (2404)

Email Address: TRUEVALUEPEST@SBCGLOBAL.NET

Integrated Pest Management Services

**BID NO. B081181018**

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? \_\_\_ Yes; or  No

If the answer to Question #1 is "Yes":

- 1) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

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

Specify: fixed office location or distribution point(s): \_\_\_\_\_

- 2) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate

Number: \_\_\_\_\_

**3. PAYMENT DISCOUNT**

Will you offer a prompt payment discount? Yes  or No  (Net 30 days)

If Yes, the Payment Discount is 10 % for payment within 20 calendar days, which will be computed from the date service is complete and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**A. ITEMS REQUIRING BIDDER RESPONSE**

**NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.**

**1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE**

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Procurement Division, at (916) 808-6747.

**A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES –the firm submitting the bid is certified by the City of Sacramento as a small business enterprise.
- NO -the firm submitting the bid is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number \_\_\_\_\_.

**B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES - the firm submitting the bid is certified by the City of Sacramento as an emerging business enterprise.
- NO - the firm submitting the bid is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: \_\_\_\_\_.

**1. LOCAL BUSINESS SALES/USE TAX DEDUCTION**

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." \_\_\_\_\_ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

X Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." RL (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

**FOR CITY USE ONLY**

The Bid was opened on \_\_\_\_\_.

Bid Bond Required:  No;  Yes - Amount: \$\_\_\_\_\_

Received:  Cashiers or Certified Check drawn on a California bank;  Surety Bond

\_\_\_\_\_  
City Clerk/Procurement Services Manager

**CONTRACT AWARD**

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: \_\_\_\_\_

Contract Not-to-Exceed Amount: \$\_\_\_\_\_

Award Date: \_\_\_\_\_

**CONTRACT APPROVAL**

Approved as to Form:

Approved:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager  
(Or Authorized Designee)

\_\_\_\_\_  
City Clerk

C. BID SIGNATURE PAGE

BID NO. B081181018

FOR SERVICES/SUPPLIES: Integrated Pest Management Services

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

NAME OF CONTRACTOR: TRUE VALUE Pest CONTROL  
ADDRESS: 4466 REINHOLZ AVE TUNLOCK, CA 95392  
PHONE # 9002922404 FAX# 2096669997 E-MAIL TRUEVALUEPEST@SRCGLOBAL.NET  
STATE TAX I.D. #: \_\_\_\_\_ FEDERAL TAX I.D.#: 20-5708356

City of Sacramento Business Operation Tax Certificate #: \_\_\_\_\_  
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one):  Individual/Sole Proprietor  Partnership  
 Corporation  Limited Liability Company  
 Other (please specify: \_\_\_\_\_)

BY: (signature of authorized person) Roy Rocha  
PRINT NAME: ROY ROCHA  
TITLE: OWNER

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

SECTION III – BIDDER RESPONSE DOCUMENTS

**J. PRICING SCHEDULE**

For furnishing to the City of Sacramento prices in accordance with the provisions and specifications contained herein. Pricing shall be all inclusive. No surcharges or additional fees will be allowed.

**Note:** All items must be priced in order for your bid to be considered responsive.

Item no.	Facility	Address	Annual Cost
1	City Hall (Historic)	915 I Street	480
2	City Hall (new)	915 I Street	600.
3	911 Call Center	7397 San Joaquin Street	360
4	Max Baer Community Center	7815 35th Ave.	360
5	Clunie Club House	3301 H Street	300
6	Coloma Community Center	4623 T Street	300
7	Belle Cooledge Community Center	5699 South Land Park Dr.	300
8	Ethel McCloud Hart Senior Center	915 27th Street	360
9	Evelyn Moore Community Center	1402 Dickson Street	300
10	Garden & Arts Community Center	3316 McKinley Blvd.	300
11	Joe Mims Jr. / Hagginwood Community Center	3271 Marysville Blvd.	300
12	Johnston Park (Carl) Community Center	231 Eleanor Ave.	200
13	Clunie Community Center	601 Alhambra Blvd.	300
14	Miller Park (Fredrick) Boat Harbor Office	2701 Harbor View Drive	300
15	Oak Park Child Care Center	3930 8th Ave.	300
16	Oak Park Community Center	3425 M. Luther King Blvd.	300
17	Robertson Community Center	3525 Norwood Ave.	300
18	Sam Pannell Community Center	2450 Meadowview Road	300
19	George Sim Park Community Center	6207 Logan Street	300
20	Public Safety Admin Building (Police)	5770 Freeport Blvd.	360
21	Arcade Library	2443 Marconi Ave.	360
22	Arden Library	891 Watt Ave.	360
23	Belle Cooledge Library	5600 South Land Park Dr.	300
24	Central Library	828 I Street	300
25	Colonial Heights Library	4799 Stockton Blvd.	300
26	Del Paso Library	920 Grand Ave.	300
27	Fair Oaks Library	1160 Fair Oaks Blvd.	300
28	Martin Luther King Regional Library	7340 24th St.	300
29	McClatchy Library	2112 22nd Ave.	300
30	McKinley Library	601 Alhambra Blvd.	300
31	Rancho Cordova Library	9845 Folsom Blvd.	300
32	South Natomas Library	2901 Truxel Road	300
33	Southgate Library	6132 66th Ave.	300
34	Sylvan Oaks Library	6700 Auburn Blvd.	300
35	Animal Shelter	2127 Front Street	300
36	Bing Maloney Golf Pro Shop/Restaurant	6801 Freeport Blvd.	480
37	Cavanaugh Golf Course Club House	8325 River Road	360

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38	Cavanaugh Golf Course Hack House	8325 River Road	300
39	Cavanaugh Golf Course Snack Bar/Restroom	8325 River Road	360
40	Haggin Oaks Pro Shop/Restaurant	3645 Fulton Avenue	480
41	Wm. Land Park Golf Pro Shop & Restaurant	1501 Sutterville Rd.	480
42	Meadowview Service Center Admin - Bldg A	2812 Meadowview Road	360
43	Meadowview Service Center Lockers - Bldg B	2812 Meadowview Road	360
44	Meadowview Service Center Security - Bldg E	2812 Meadowview Road	360
45	Meadowview Service Center Shops - Bldg C	2812 Meadowview Road	360
46	New Building	300 Richards Blvd.	480
47	Plaza Building	921 10th Street	360
48	Sutter's Landing	20 28th Street	360
49	City Cemetery Office	1001 Broadway	300
50	Sequoia Pacific Building	551 Sequoia Pacific Blvd.	300
51	Plaza Parking Garage	1000 I Street	360
52	Joseph E. Rooney Police Facility	5303 Franklin Blvd	360
53	Sequoia Pacific Police Property Warehouse	555 Sequoia Pacific Blvd.	360
54	William J. Kinney Police Facility	3550 Marysville Blvd.	360
55	Drill Tower Fire Maint Bldg.	3230 J Street	300
56	Drill Tower Fire Maint Bldg.No 2	3230 J Street	300
57	Fire Maintenance Building	3230 J Street (rear)	360
58	Fire Station # 01	624 Q Street	300
59	Fire Station # 02	1229 I Street	300
60	Fire Station # 03	7208 West Elkhorn Blvd.	300
61	Fire Station # 04	3145 Granada	300
62	Fire Station # 05	731 Broadway	300
63	Fire Station # 06	3301 M. Luther King Blvd.	300
64	Fire Station # 07	6500 Wyndham Way	300
65	Fire Station # 08	5990 H Street	300
66	Fire Station # 09	5801 Florin Perkins Rd.	300
67	Fire Station # 10	5642 66th Street	300
68	Fire Station # 11	785 Florin Road	300
69	Fire Station # 12	4500 24th Street	300
70	Fire Station # 13	1341 43rd Ave.	300
71	Fire Station # 14	1341 N. C Street	300
72	Fire Station # 15	1591 Newborough	300
73	Fire Station # 16	7363 24th Street	300
74	Fire Station # 17	1311 Bell Ave.	300
75	Fire Station # 18	746 N. Market Blvd.	300
76	Fire Station # 19	1700 Challenge Way	300
77	Fire Station # 20	300 Arden Way	300
78	Fire Station # 56 (Old 22 )	3720 47th Ave.	300
79	Fire Station # 57 (Old 23 )	7927 East Parkway	300
80	Fire Station # 60 (Old 21)	3301 Julliard Dr.	300
81	Fire Station # 70 (Old 11,25 )	1910 Arica Way	300
82	Fire Training Center	3230 J Street (rear)	300
83	Memorial Auditorium	1515 J Street	300
84	Convention Center Theater	1301 L Street	360
85	Convention Center	1100 14th Street	360
86	Convention Center (Classique Catering)	1100 14th Street	480
87	Convention Center Admin. (Pannatoni)	1030 15 <sup>th</sup> Street	480

Integrated Pest Management Services

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88	Fairytale Town, Admin, Gift Shop & Cafe	3901 Land Park Drive	360
89	Crocker Art Museum	216 O Street	300
90	Corp Yard Building # 01	5730 24th Street	360
91	Corp Yard Building # 03	5730 24th Street	360
92	Corp Yard Building # 04	5730 24th Street	360
93	Corp Yard Building # 05	5730 24th Street	300
94	Corp Yard Building # 06	5730 24th Street	240
95	Corp Yard Building # 07	5730 24th Street	360
96	Corp Yard Building # 08	5730 24th Street	360
97	Corp Yard Building # 09	5730 24th Street	360
98	Corp Yard Building # 10	5730 24th Street	360
99	Corp Yard Building # 11	5730 24th Street	360
100	Corp Yard Building # 12	5730 24th Street	360
101	Corp Yard Building # 13	5730 24th Street	240
102	Corp Yard Building # 14	5730 24th Street	360
103	Corp Yard Building # 16	5730 24th Street	240
104	Corp Yard Building # 19	5730 24th Street	360
105	Corp Yard Building # 20	5730 24th Street	360
106	Corp Yard Building # 21	5730 24th Street	360
107	Corp Yard Building # 22	5730 24th Street	360.
108	Corp Yard Guard House	5730 24th Street	240.
109	Discovery Museum	101 I Street	300
110	Natomas Community Center	2921 Truxel Road	360
111	North Area Corp Yard (NACY)	918 Del Paso Road	360
112	Police IA Unit	5760 Freeport Blvd.	360
113	Police Equestrian/Boat Units Bldg.	Miller Park Corp Yard	300.
114	Police Barn	Miller Park Corp Yard	300
115	Water Conservation Office	2260 Glen Ellen Circle	300
116	Woodlake Clubhouse	500 Arden Way	300
		<b>Total Cost</b>	\$ 38,460.00



DEPARTMENT OF FINANCE  
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

915 I STREET  
2nd FLOOR  
SACRAMENTO, CA 95814

CENTRAL SERVICES  
CONTRACT SERVICES  
OFFICE OF SMALL BUSINESS DEVELOPMENT  
PURCHASING

PHONE: 916-808-6240  
FAX: 916-808-5747

October 5, 2007

**ADDENDUM NO. 1 TO IFB NO. B081181018  
FOR INTEGRATED PEST MANAGEMENT SERVICES**

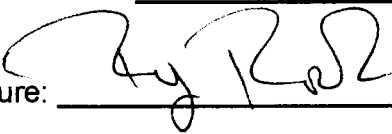
1. The Bid due date of October 17, 2007 has been changed to October 24, 2007.
2. Schematic drawings and square footages for select locations in the bid are attached to this document for reference.
3. All other terms, conditions and specifications of the Bid remain unchanged.
4. If a bid package is not being submitted, it is not necessary to return this addendum or acknowledge receipt of such.
5. Vendors submitting a bid package must acknowledge receipt of this addendum prior to the hour and date specified in the bid request by one of the following methods:
  - (a) By signing and returning one (1) copy of this addendum with the bid package if not previously submitted; or
  - (b) If the bid package has been previously submitted, the addendum may be submitted by separate letter, which must include on the outside of the mailing envelope the bid and addendum number and the bid due date. This information must be clearly marked in CAPITAL LETTERS on the outside of the envelope. Failure of your acknowledgment to be received at the City Clerk's Office, 915 I Street, First Floor, Sacramento, CA 95814 or the appropriate address for the delivery method listed on the bid prior to the hour and date specified, may result in rejection of your bid.

- (c) If, by virtue of this addendum you decide to change a bid already submitted, such change may be made by letter, as specified in (b) above.

Regards

Marc Robles  
Program Analyst

Vendor's Name: TRUE VALUE Pest control

Signature: 

Typed or Printed  
Name & Title: ROY ROCHA owner

Date : 10.9.07

SECTION III – BIDDER RESPONSE DOCUMENTS

**I. DECLARATION OF COMPLIANCE**  
**Living Wage Ordinance**

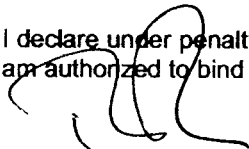
Name of Contractor: TRUEVALE Pest Control

Address: 4466 REINHOLTZ AVE TURLOCK, CA 95382

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Living Wage Requirements provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of services under a City contract.
2. As a condition of receiving the City contract, I agree to fully comply with the Living Wage Requirements, as well as any additional requirements that may be specified in the City's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, I will pay not less than the minimum compensation specified in the Ordinance to my employees, for all time spent performing any work under my City contract.
3. If the amount of my City contract is less than \$100,000, as a condition of receiving this contract I will notify the City in writing if the aggregate value of my City contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to me within the previous 12 months, is \$100,000 or more.
4. I acknowledge and agree that the Living Wage Requirements, the Ordinance and this Declaration shall constitute part of my City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.
5. I further acknowledge and agree that any violation of the Living Wage Requirements or the Ordinance constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies.
6. If requested by the City, I will promptly submit certified payroll records to the City, for myself and/or for my subcontractor(s), as requested by the City, and I will take any other steps as may be required by the City to determine whether my subcontractor(s) or I have complied with the Living Wage Requirements and the Ordinance.
7. I will require all of my subcontractors who are covered by these requirements to comply with the Living Wage Requirements and any additional requirements that may be specified in the Ordinance, and I will include these requirements in all subcontracts covered by the Ordinance.
8. I will defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the City's Living Wage Requirements or the Ordinance by me or by any subcontractor retained to perform work or provide services under my City contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

Date: 10.9.07

Print name: Roy Rocha

Title: OWNER

City. I also agree to prominently display a poster informing each employee of these rights.

- 8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

- 9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

  
 \_\_\_\_\_  
 Signature of Authorized Representative

10.9.07  
 \_\_\_\_\_  
 Date

Roy Rocha  
 \_\_\_\_\_  
 Print Name

OWNER  
 \_\_\_\_\_  
 Title

- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

- 6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the

SECTION III – BIDDER RESPONSE DOCUMENTS

**H. DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

TRUE VALUE PEST CONTROL

Name of Contractor

4466 REINHOLZ AVE TURLOCK, CA 95302

Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

SECTION III – BIDDER RESPONSE DOCUMENTS

**H. DECLARATION OF COMPLIANCE**  
**Equal Benefits Ordinance**

TRUE VALUE PEST CONTROL

Name of Contractor

4466 REINHOLZ AVE TURLOCK, CA 95382

Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

Integrated Pest Management Services

BID NO. B081181018

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? \_\_\_ Yes; or  No

If the answer to Question #1 is "Yes":

- 1) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

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

Specify: fixed office location or distribution point(s): \_\_\_\_\_

- 2) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate

Number: \_\_\_\_\_

**3. PAYMENT DISCOUNT**

Will you offer a prompt payment discount? Yes  or No [ ] (Net 30 days)

If Yes, the Payment Discount is 10 % for payment within 20 calendar days, which will be computed from the date service is complete and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**A. ITEMS REQUIRING BIDDER RESPONSE**

**NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.**

**1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE**

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Procurement Division, at (916) 808-6747.

**A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

**YES** –the firm submitting the bid is certified by the City of Sacramento as a small business enterprise.

**NO** -the firm submitting the bid is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number

\_\_\_\_\_.

**B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION**

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

**YES** - the firm submitting the bid is certified by the City of Sacramento as an emerging business enterprise.

**NO** - the firm submitting the bid is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: \_\_\_\_\_.

**1. LOCAL BUSINESS SALES/USE TAX DEDUCTION**

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." \_\_\_\_\_ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

X Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." RL (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

**FOR CITY USE ONLY**

The Bid was opened on \_\_\_\_\_.

Bid Bond Required: [ ] No; [ ] Yes - Amount: \$\_\_\_\_\_

Received: [ ] Cashiers or Certified Check drawn on a California bank; [ ] Surety Bond

\_\_\_\_\_  
City Clerk/Procurement Services Manager

**CONTRACT AWARD**

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: \_\_\_\_\_

Contract Not-to-Exceed Amount: \$\_\_\_\_\_

Award Date: \_\_\_\_\_

**CONTRACT APPROVAL**

Approved as to Form:

Approved:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager  
(Or Authorized Designee)

\_\_\_\_\_  
City Clerk

C. BID SIGNATURE PAGE

BID NO. B081181018

FOR SERVICES/SUPPLIES: Integrated Pest Management Services

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

NAME OF CONTRACTOR: TRUE VALUE Pest CONTROL

ADDRESS: 4466 REINHOLDZ AVE TURLOCK, CA 95382

PHONE # 9002922404 FAX# 2096699977 E-MAIL TRUEVALUEPEST@SRCGLOBAL.NET

STATE TAX I.D. #: \_\_\_\_\_ FEDERAL TAX I.D. #: 20-5708356

City of Sacramento Business Operation Tax Certificate #: \_\_\_\_\_  
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one):  Individual/Sole Proprietor  Partnership  
 Corporation  Limited Liability Company  
 Other (please specify: \_\_\_\_\_)

BY: (signature of authorized person) Roy Rocha

PRINT NAME: ROY ROCHA

TITLE: OWNER

**Note:** All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**J. PRICING SCHEDULE**

For furnishing to the City of Sacramento prices in accordance with the provisions and specifications contained herein. Pricing shall be all inclusive. No surcharges or additional fees will be allowed.

**Note:** All items must be priced in order for your bid to be considered responsive.

Item no.	Facility	Address	Annual Cost
1	City Hall (Historic)	915 I Street	480
2	City Hall (new)	915 I Street	600.
3	911 Call Center	7397 San Joaquin Street	360
4	Max Baer Community Center	7815 35th Ave.	360
5	Clunie Club House	3301 H Street	300
6	Coloma Community Center	4623 T Street	300
7	Belle Cooleedge Community Center	5699 South Land Park Dr.	300
8	Ethel McLoud Hart Senior Center	915 27th Street	360
9	Evelyn Moore Community Center	1402 Dickson Street	300
10	Garden & Arts Community Center	3316 McKinley Blvd.	300
11	Joe Mims Jr. / Hagginwood Community Center	3271 Marysville Blvd.	300
12	Johnston Park (Carl) Community Center	231 Eleanor Ave.	300
13	Clunie Community Center	601 Alhambra Blvd.	300
14	Miller Park (Fredrick) Boat Harbor Office	2701 Harbor View Drive	300
15	Oak Park Child Care Center	3930 8th Ave.	300
16	Oak Park Community Center	3425 M. Luther King Blvd.	300
17	Robertson Community Center	3525 Norwood Ave.	300
18	Sam Pannell Community Center	2450 Meadowview Road	300
19	George Sim Park Community Center	6207 Logan Street	300
20	Public Safety Admin Building (Police)	5770 Freeport Blvd.	360
21	Arcade Library	2443 Marconi Ave.	360
22	Arden Library	891 Watt Ave.	360
23	Belle Cooleedge Library	5600 South Land Park Dr.	300
24	Central Library	828 I Street	300
25	Colonial Heights Library	4799 Stockton Blvd.	300
26	Del Paso Library	920 Grand Ave.	300
27	Fair Oaks Library	1160 Fair Oaks Blvd.	300
28	Martin Luther King Regional Library	7340 24th St.	300
29	McClatchy Library	2112 22nd Ave.	300
30	McKinley Library	601 Alhambra Blvd.	300
31	Rancho Cordova Library	9845 Folsom Blvd.	300
32	South Natomas Library	2901 Truxel Road	300
33	Southgate Library	6132 66th Ave.	300
34	Sylvan Oaks Library	6700 Auburn Blvd.	300
35	Animal Shelter	2127 Front Street	300
36	Bing Maloney Golf Pro Shop/Restaurant	6801 Freeport Blvd.	480
37	Cavanaugh Golf Course Club House	8325 River Road	360

Integrated Pest Management Services

BID NO. B081181018

38	Cavanaugh Golf Course Hack House	8325 River Road	300
39	Cavanaugh Golf Course Snack Bar/Restroom	8325 River Road	360
40	Haggin Oaks Pro Shop/Restaurant	3645 Fulton Avenue	480
41	Wm. Land Park Golf Pro Shop & Restaurant	1501 Sutterville Rd.	480
42	Meadowview Service Center Admin - Bldg A	2812 Meadowview Road	360
43	Meadowview Service Center Lockers - Bldg B	2812 Meadowview Road	360
44	Meadowview Service Center Security - Bldg E	2812 Meadowview Road	360
45	Meadowview Service Center Shops - Bldg C	2812 Meadowview Road	360
46	New Building	300 Richards Blvd.	480
47	Plaza Building	921 10th Street	360
48	Sutter's Landing	20 28th Street	360
49	City Cemetery Office	1001 Broadway	300
50	Sequoia Pacific Building	551 Sequoia Pacific Blvd.	300
51	Plaza Parking Garage	1000 I Street	360
52	Joseph E. Rooney Police Facility	5303 Franklin Blvd	360
53	Sequoia Pacific Police Property Warehouse	555 Sequoia Pacific Blvd.	360
54	William J. Kinney Police Facility	3550 Marysville Blvd.	360
55	Drill Tower Fire Maint Bldg.	3230 J Street	300
56	Drill Tower Fire Maint Bldg.No 2	3230 J Street	300
57	Fire Maintenance Building	3230 J Street (rear)	360
58	Fire Station # 01	624 Q Street	300
59	Fire Station # 02	1229 I Street	300
60	Fire Station # 03	7208 West Elkhorn Blvd.	300
61	Fire Station # 04	3145 Granada	300
62	Fire Station # 05	731 Broadway	300
63	Fire Station # 06	3301 M. Luther King Blvd.	300
64	Fire Station # 07	6500 Wyndham Way	300
65	Fire Station # 08	5990 H Street	300
66	Fire Station # 09	5801 Florin Perkins Rd.	300
67	Fire Station # 10	5642 66th Street	300
68	Fire Station # 11	785 Florin Road	300
69	Fire Station # 12	4500 24th Street	300
70	Fire Station # 13	1341 43rd Ave.	300
71	Fire Station # 14	1341 N. C Street	300
72	Fire Station # 15	1591 Newborough	300
73	Fire Station # 16	7363 24th Street	300
74	Fire Station # 17	1311 Bell Ave.	300
75	Fire Station # 18	746 N. Market Blvd.	300
76	Fire Station # 19	1700 Challenge Way	360
77	Fire Station # 20	300 Arden Way	300
78	Fire Station # 56 (Old 22 )	3720 47th Ave.	300
79	Fire Station # 57 (Old 23 )	7927 East Parkway	300
80	Fire Station # 60 (Old 21)	3301 Julliard Dr.	360
81	Fire Station # 70 (Old 11,25 )	1910 Arica Way	300
82	Fire Training Center	3230 J Street (rear)	300
83	Memorial Auditorium	1515 J Street	300
84	Convention Center Theater	1301 L Street	360
85	Convention Center	1100 14th Street	360
86	Convention Center (Classique Catering)	1100 14th Street	480
87	Convention Center Admin. (Pannatoni)	1030 15 <sup>th</sup> Street	480

Integrated Pest Management Services

BID NO. B081181018

88	Fairytale Town, Admin, Gift Shop & Cafe	3901 Land Park Drive	360
89	Crocker Art Museum	216 O Street	300
90	Corp Yard Building # 01	5730 24th Street	360
91	Corp Yard Building # 03	5730 24th Street	360
92	Corp Yard Building # 04	5730 24th Street	360
93	Corp Yard Building # 05	5730 24th Street	300
94	Corp Yard Building # 06	5730 24th Street	240
95	Corp Yard Building # 07	5730 24th Street	360
96	Corp Yard Building # 08	5730 24th Street	360
97	Corp Yard Building # 09	5730 24th Street	360
98	Corp Yard Building # 10	5730 24th Street	360
99	Corp Yard Building # 11	5730 24th Street	360
100	Corp Yard Building # 12	5730 24th Street	360
101	Corp Yard Building # 13	5730 24th Street	240
102	Corp Yard Building # 14	5730 24th Street	360
103	Corp Yard Building # 16	5730 24th Street	240
104	Corp Yard Building # 19	5730 24th Street	360
105	Corp Yard Building # 20	5730 24th Street	360
106	Corp Yard Building # 21	5730 24th Street	360
107	Corp Yard Building # 22	5730 24th Street	360.
108	Corp Yard Guard House	5730 24th Street	240.
109	Discovery Museum	101 I Street	300
110	Natomas Community Center	2921 Truxel Road	360
111	North Area Corp Yard (NACY)	918 Del Paso Road	360
112	Police IA Unit	5760 Freeport Blvd.	360
113	Police Equestrian/Boat Units Bldg.	Miller Park Corp Yard	360.
114	Police Barn	Miller Park Corp Yard	300
115	Water Conservation Office	2260 Glen Ellen Circle	300
116	Woodlake Clubhouse	500 Arden Way	300
		<b>Total Cost</b>	\$ 38,460.00



DEPARTMENT OF FINANCE  
PROCUREMENT SERVICES DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

915 I STREET  
2nd FLOOR  
SACRAMENTO, CA 95814

CENTRAL SERVICES  
CONTRACT SERVICES  
OFFICE OF SMALL BUSINESS DEVELOPMENT  
PURCHASING

PHONE: 916-808-6240  
FAX: 916-808-5747

October 5, 2007

**ADDENDUM NO. 1 TO IFB NO. B081181018  
FOR INTEGRATED PEST MANAGEMENT SERVICES**

1. The Bid due date of October 17, 2007 has been changed to October 24, 2007.
2. Schematic drawings and square footages for select locations in the bid are attached to this document for reference.
3. All other terms, conditions and specifications of the Bid remain unchanged.
4. If a bid package is not being submitted, it is not necessary to return this addendum or acknowledge receipt of such.
5. Vendors submitting a bid package must acknowledge receipt of this addendum prior to the hour and date specified in the bid request by one of the following methods:
  - (a) By signing and returning one (1) copy of this addendum with the bid package if not previously submitted; or
  - (b) If the bid package has been previously submitted, the addendum may be submitted by separate letter, which must include on the outside of the mailing envelope the bid and addendum number and the bid due date. This information must be clearly marked in CAPITAL LETTERS on the outside of the envelope. Failure of your acknowledgment to be received at the City Clerk's Office, 915 I Street, First Floor, Sacramento, CA 95814 or the appropriate address for the delivery method listed on the bid prior to the hour and date specified, may result in rejection of your bid.



# CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

**Bid Number: B081181018**

## INVITATION FOR BID And Contract Specifications

FOR: Integrated Pest Management Services

**Bids Must Be Received Prior To 2:00 P.M. on October 17, 2007**

### **Bids Must Be Submitted To:**

U.S. Mail

City Clerk's Office  
P.O. Box 122391  
Sacramento, CA 95812-2391

Expedited Non-U.S. Mail

City Clerk's Office  
915 I Street, Ste. 122391  
Sacramento, Ca 95814-2604

Personal Delivery

City Clerk's Office  
Historic City Hall  
915 I Street, Ste. 116  
Sacramento, CA 95814

**Pre-Bid Conference:**

**Mandatory:** [ ] Yes

[X] No

**Monday, October 1, 2007 8:00 a.m.**

**Meadowview Corporation Yard**

**2812 Meadowview Rd., Bldg. 1**

**Sacramento, CA 95822**

### **NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:**

**(Bidder to complete the following information)**

Name of Bidder: TRUE VALUE PEST CONTROL

Address: 4466 REINHOLZ AVE

City, State, Zip Code: TURLOCK, CA. 95382

Phone Number: 800-292-2407 (2404)

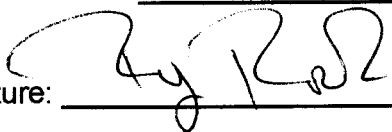
Email Address: TRUEVALUEPEST@SIBCglobal.NET

- (c) If, by virtue of this addendum you decide to change a bid already submitted, such change may be made by letter, as specified in (b) above.

Regards

Marc Robles  
Program Analyst

Vendor's Name: TRUE VALUE Pest control

Signature: 

Typed or Printed Name & Title: Roy Rocha owner

Date: 10.9.07

SECTION III – BIDDER RESPONSE DOCUMENTS

**I. DECLARATION OF COMPLIANCE**  
**Living Wage Ordinance**

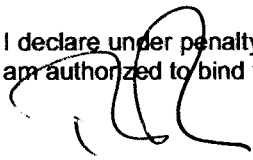
Name of Contractor: TRUEVALE Pest Control

Address: 4466 Reinholz Ave Turlock, CA 95382

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Living Wage Requirements provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of services under a City contract.
2. As a condition of receiving the City contract, I agree to fully comply with the Living Wage Requirements, as well as any additional requirements that may be specified in the City's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, I will pay not less than the minimum compensation specified in the Ordinance to my employees, for all time spent performing any work under my City contract.
3. If the amount of my City contract is less than \$100,000, as a condition of receiving this contract I will notify the City in writing if the aggregate value of my City contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to me within the previous 12 months, is \$100,000 or more.
4. I acknowledge and agree that the Living Wage Requirements, the Ordinance and this Declaration shall constitute part of my City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.
5. I further acknowledge and agree that any violation of the Living Wage Requirements or the Ordinance constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies.
6. If requested by the City, I will promptly submit certified payroll records to the City, for myself and/or for my subcontractor(s), as requested by the City, and I will take any other steps as may be required by the City to determine whether my subcontractor(s) or I have complied with the Living Wage Requirements and the Ordinance.
7. I will require all of my subcontractors who are covered by these requirements to comply with the Living Wage Requirements and any additional requirements that may be specified in the Ordinance, and I will include these requirements in all subcontracts covered by the Ordinance.
8. I will defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the City's Living Wage Requirements or the Ordinance by me or by any subcontractor retained to perform work or provide services under my City contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

Date: 10.9.07

Print name: Roy Rocha

Title: OWNER

City. I also agree to prominently display a poster informing each employee of these rights.

- 8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

- 9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Roy Rocha  
 Signature of Authorized Representative

10.9.07  
 Date

Roy Rocha  
 Print Name

OWNER  
 Title

DATE BID OPENED	<u>10-24-07</u>
EMPLOYEE INITIALS	<u>JRM</u>
MARK ONE BOX FOR EACH ITEM ONLY	
BID SECURITY	
<input checked="" type="checkbox"/>	NONE REQUIRED
<input type="checkbox"/>	PROPERLY SIGNED
BID DEPOSIT TYPE	
<input type="checkbox"/>	BID BOND
<input type="checkbox"/>	CALIF. BANK CASHIER'S CHECK
<input type="checkbox"/>	CERTIFIED CHECK
<input type="checkbox"/>	CASH
<input type="checkbox"/>	CALIF. BANK MONEY ORDER
AFTER AWARD OF BID	
<input type="checkbox"/>	SECURELY RETURNED
<input type="checkbox"/>	REQUIREMENT ACCEPTED
EMPLOYEE INITIALS	_____
DATE	_____

- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

- 6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the