



County of Ventura

Paul S. Grossgold
Director

GENERAL SERVICES AGENCY

Procurement Services

800 South Victoria Avenue, L#1080
Ventura, CA 93009
Phone (805) 654-3750

December 18, 2014

Dear Sir or Madame:

The County of Ventura (County), on behalf of the Water Protection District (WPD), invites your organization, to submit a written proposal to provide Rodent Management Services (for District Levees and Dams). Services are to be provided at multiple locations (listed herein) throughout the County per the attached Scope of Work/Requirements (See Exhibit A, attached).

Offerors must be skilled and regularly engaged in the general class or type of work called for in the solicitation documents and must be able to document specific experience with rodent control on levees and dams.

Offerors shall possess a State-issued Commercial Pesticide Applicator Certificate, or License. Additionally, every Contractor employee performing on-site service under this Contract must be properly licensed.

Proposals will be received by the Ventura County Purchasing Agent until 3:00 p.m. January 27, 2015 at Ventura County Government Center, Hall of Administration, General Services Agency, Procurement Services, 800 S. Victoria Ave., L:#1080, Ventura, CA 93009.

A non-mandatory pre-proposal conference will be held at 9:00 a.m. on Wednesday, January 14, 2015, at the Ventura County – Public Works Agency -- Watershed Protection District – O&M Division, 11251-B Riverbank Dr., Ventura, CA 93004. Please allow time to find the location (to the right of the curved portion of the Public Works building).

While the pre-proposal conference is not mandatory, it is strongly recommended that all interested offerors attend.

Site visits, to three (3) typical reaches, will immediately follow the pre-proposal conference and will be coordinated at the pre-proposal conference.

Responses may not be submitted by facsimile or electronic mail. Proposals received after this date and time will not be considered.

Submit one (1) original and four (4) copies. Proposals should be marked:

RFP # 5717 for Rodent Management Services.

Proposals must be valid for a minimum of 120 days.

This Request for Proposal (RFP) has been posted on the GSA Procurement website for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

Award, if made, will be to the Contractor offering the most advantageous proposal after considerations of all evaluation criteria as follows: Vendor experience and stability (including references), ability to meet requirements, and reasonableness of cost. Criteria are not listed in any order of preference.

County shall not be obligated to accept the lowest priced proposal. An award, if made, will be in the best interests of County after all factors have been evaluated.

While County intends to enter a contract for these services, it will not be bound to do so. County reserves the right to reject any or all proposals.

County shall be the sole judge of the successful offers hereunder.

CALENDAR

RFP issued:December 18, 2014
Last day for questions (prior to pre-proposal):January 12, 2015
Non-mandatory pre-proposal conferenceJanuary 14, 2015
Last day for questions (prior to due date):January 23, 2015
Proposals due:January 27, 2015
RFP evaluation/award:January 27 – February 5
Contract effective date:TBD

PROPOSAL CONTENT: Proposals should contain the following information (in this order):

- a) Cover Letter – A cover letter, which shall be considered an integral part of the response, shall be signed by an individual(s) who is/are authorized to bind Offeror contractually. The signature(s) must indicate the classification or position that the individual(s) holds.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title(s), address(es), telephone number(s), fax number(s) and email address(es).

b) Company Profile –

1. Name, address, and telephone number. Company headquarters location. Include office location closest to Ventura. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Company background/history establishing that Offeror is qualified to provide the services described in this RFP.
3. Location(s) from which employees will be assigned.
4. Number of employees both locally and nationally.
5. Dun and Bradstreet number **and** a current financial statement. Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

Offeror must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any past or pending civil or criminal litigation or investigations which involve the Offeror or in which the Offeror has been found guilty or liable. Failure to fully comply with the terms of this provision may disqualify any proposal. County reserves the right to reject any proposal based upon the Offeror's prior history with County or with any other party, which conduct reveals, without limitation, Offeror's prior unsatisfactory performance, criminal, adversarial or contentious behavior, significant failure(s) to meet contract milestones or other significant contractual failures.

c) Staff Qualifications and Availability - Identify key personnel and their position within the organization.

Provide a résumé detailing the experience, level of expertise and qualifications of the project manager (or field supervisor) and those individuals who will directly support and be involved in meeting the day to day requirements of the District.

Specifically on those persons actually performing work on the project including staff hourly rate and percentage of involvement for each person. Such information should include educational background, experience and professional résumés, as appropriate.

- d) Subcontractors - If the services are to be subcontracted the names and addresses of those firms shall also be furnished in the proposal.
- e) References - Offerors should provide a minimum of three (3) references from **similar projects** performed within the last three years. In addition include all local government (Southern California) references. Information provided shall include:
 - 1. Client name;
 - 2. Project/work performed description;
 - 3. Project dates (starting and ending);
 - 4. Dollar value
 - 5. Staff assigned to reference engagement that will be designated for work per this RFP;
 - 6. Client project manager name and telephone number.

County reserves the right to make its own inquiries from sources not listed in the response to the RFP for which Offeror has previously performed, but not listed in its response. Offeror will be disqualified if it receives a majority of unfavorable responses from any sources.

An unfavorable response is any response where the respondent states either that the service that it received was substandard and/or where the responding party states that they would not engage the offeror to perform for it again in the future.

f) Plan and Approach

Provide, in narrative format, your approach to, and understanding of, the scope of work and all requirements listed in Exhibit A. Provide a work plan describing how tasks will be accomplished, as well as the deliverables. Identify any exceptions to the requirements paragraphs 1-5. Also provide responses to the questions below.

- 1. Describe the techniques you will use to determine the presence of burrowing rodents on a levee or channel embankment.
- 2. Describe the necessity of clean bait applications and a scenario of when to use this method.

3. What advantage does broadcast baiting have over bait station application?
 4. Why is it important to fill in fresh burrows and flag the broadcast areas during inspections?
- g) Contract: Award is contingent upon the successful negotiation of final contract terms. Offerors shall review County's standard contract (attached), which shall form the **basis** for any contract entered into hereunder.

Offerors must state approval **OR** provide any comments/exceptions to this Contract on a line-by-line basis. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph. Deviations considered excessive, by County, may reduce or eliminate an Offeror.

- h) Compensation:

Offerors must complete the Contractor Quote (Attachment 1). The District shall compensate Contractor monthly at the rates agreed upon and listed in the monthly service table, based on Contractor's proposed rates. Expenses for travel within the boundaries of Ventura County are considered included in the service rate and shall not be allowed for separate payment. Routine general and administrative expenses such as local calls, incidental copies, etc. are considered included in the service rate and shall not be allowed for separate payment.

No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein.

Customary terms are Net 30 for work performed. Offerors shall indicate their offered payment terms. Discount for payment in less than 30 days may be considered in the evaluation.

If further information is needed, please contact the undersigned, preferably via e-mail at: boyd.donavon@ventura.org.

Sincerely,

Boyd Donavon
Assistant Purchasing Agent

EXHIBIT A

Scope of Work

Introduction/Background

Contractor shall provide Rodent Management Services, per the Code of Federal Regulations, specifically 33CFR 208.10 & 44 CFR 65.10, in order to protect WPD flood control levees and dams from burrowing rodent damage; burrowing rodents are primarily ground squirrels and gophers. Specific requirements, schedule, and locations are provided in this section.

Exhibits to this Scope of Work (SOW) are:

- Contractor's Monthly Report (Exhibit B)
- 22x36 map – Exhibit C
- 8.5x11 reach maps (50) – Exhibit D

1. Scope of Work

Contractor shall on a weekly basis inspect, evaluate, service, and record the results, findings, and rodent management activities at 48 designated service reaches (Contractors Quote and link1 – 22x36 map). This represents 32.4 linear miles along levees, embankments and dams (debris basins and detention basins). The recording shall utilize Contractor's Monthly Report provided (Exhibit B). Contractor shall treat the full width of the levee/dam embankment where linear feet is shown in yellow on maps (link2 – 8.5x11 maps). Inspections and evaluations shall assess burrowing rodents as well as other wildlife activity. Service includes the application of rodenticides, or other approved extermination means, as determined by the evaluation.

The District will provide all Diphacinone, Zinc Phosphide and bait stations needed to service the facilities.

Contractor will be provided with ten duplicate keys to access the facilities. These shall be returned at the end of the contract.

1.1 Inspect - Contractor shall inspect, not less than weekly and in some instances, daily - each listed reach. Contractor shall follow the directives on each bait label. The inspection shall observe the general conditions of the reach, the bait stations; note the presence and locations of any and all evidence, indications, or signs of burrowing rodents and any other wildlife activity on and around the reach, plus any kind of carcasses found (birds,

dogs, cats, rodents, etc.), vandalism, and the amount of bait consumed from previous bait applications.

1.2 Evaluate - Contractor shall evaluate the findings of each inspection, evidence of rodent activity, and the effectiveness of previous actions to exterminate rodents. The objective of the evaluation is to determine the most effective means available to Contractor to exterminate burrowing rodents.

1.3 Service - Contractor shall perform rodent management service, not less than weekly, for each listed reach. Contractor shall exterminate all burrowing rodents on the listed reaches. The following methods may be used under this Contract in accordance with all Federal and State laws, County Ordinances, and bait labels.

Grain-based Diphacinone rodenticide shall be the only anticoagulant bait used. The Diphacinone anticoagulant bait may be used in fixed bait stations or in hand broadcast applications. Many of the bait stations are already placed at the reaches and numbered for recording purposes. Fixed bait stations shall utilize a Diphacinone dosage of 0.005%. Broadcast applications shall utilize a Diphacinone dosage of 0.01%. All broadcast areas shall be marked with flags for follow-up observations. The amount and type of Diphacinone anticoagulant bait used will depend upon the use of bait stations, the use of broadcasting, and Contractor's evaluation.

Zinc Phosphide dosage of 2.0 % may be hand broadcast on a limited basis under this Contract (as directed by the bait's label). Zinc cannot be used in water, waterways, on stream banks, on levees, or in marshes and cannot be used if rainfall is predicted or in irrigated areas. The Ventura Agricultural Commissioner prohibits the use of Zinc Phosphide more than twice at the same location in any 12-month period.

Fixed bait stations shall be placed and serviced as required by the inspections and evaluations, but not less than weekly. Some bait stations are currently placed at the listed reaches. Contractor may relocate bait stations to follow the shift of rodent activity based on inspection and evaluation findings. No bait stations may be removed from a reach without prior approval from the District. The District will provide additional bait stations as requested by Contractor. Fresh burrows or holes shall be recorded and then filled with dirt to leave the surface smooth for future observations.

Contractor also has the option to use fumigation or trapping methods to exterminate rodents at designated reaches.

Fumigation with Aluminum Phosphide may be used as per the manufacturers label to exterminate ground squirrels and gophers in their burrows.

Trapping may be allowed in areas not available to the public with prior approval by the District.

All hazardous pesticides must be properly labeled and stored at room temperature in a dry place, until applied in the field.

Excess bait must be returned to the District at the end of the contract term.

2. Deliverables

Reports - Contractor shall record the results, findings, and actions taken for each reach on Contractor's Monthly Report and submit to the District no later than the 10th day of the following month. The monthly reports shall compile the history recorded from previous inspections and observations including number of burrowing rodents and other wildlife, their evaluations and the determinations made, and the type and amounts of their applications of rodenticide, listed by assigned bait station number.

Adjacent land activities that may provide alternative food sources shall be noted on the primary sheet of each reach. Contractor shall also prepare a summary statement for each reach which describes the effectiveness of their rodent management responses, rodenticide applications, problems observed at the facility (i.e. vandalism), and any recommendations, etc.

Contractor shall recount and summarize their evaluations, the effectiveness of their applications and the rational of their decisions to apply particular rodenticides.

Contractor shall recount and summarize their observations of burrowing rodents and other wildlife populations, any and all carcasses observed, and any significant activity of people and their pets (feeding, disturbing applications of bait, vandalism, etc.), and the general conditions of the facilities.

Contractor shall conclude with a summation of the findings and any conclusions. Contractor may include suggestions and recommendations to better accomplish the eradication and control of rodent populations.

Contractor shall provide monthly reports on the use of rodenticide as required by the California Department of Pesticide Regulations to:

Ventura County Watershed Protection District – O&M
11251-B Riverbank Dr.
Ventura, CA 93004;

And

Ventura County Agricultural Commissioner
P.O. Box 889
Santa Paula, CA 93061

3. Term

Term shall be for one (1) year. The resulting contract may, upon mutual agreement, be extended for up to one (1) additional one (1) year period.

4. Permits/Licenses

Upon contract award, Contractor shall provide copies of State-issued Commercial pesticide applicator Certificates or Licenses for every Contractor employee who will be performing on-site service under this Contract.

5. Insurance Requirements

Successful Offeror shall acquire and maintain at his/her own expense all insurance described in RFP Section 4, Item 11.

SAMPLE COUNTY STANDARD CONTRACT

This Contract entered into this _____ day of _____, 2015, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and _____, hereinafter called "Contractor."

WITNESSETH

WHEREAS, County issued the **Rodent Management Services** Request for Proposal #5717 (hereinafter referred also as 'RFP') to determine the most qualified contractor for such services for County; and

WHEREAS Contractor submitted a proposal dated (insert date of proposal here), in response to the RFP (hereinafter referred also as "Contractor's Proposal"), to provide services to County;

WHEREAS, County determined, through competitive solicitation and careful review of submitted proposals, that Contractor's Proposal best meets the need of County for **Rodent Management Services** and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing **Rodent Management Services** and related services hereinafter described; and

WHEREAS County and Contractor are willing to enter into a **Rodent Management Services** Contract in accordance with the RFP, Contractor's response thereto, which by this reference are incorporated, though not attached, and the terms and conditions contained herein;

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing **Rodent Management Services** hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. **TERM**

Per RFP document.

4. **RESPONSIBILITY OF CONTRACTOR**

Contractor shall, prior to start of any work awarded hereby, secure at Contractor's own expense all persons, employees and equipment required to perform the contract requirements.

Contractor will be held fully responsible for performance of any subcontractors.

5. **WARRANTIES**

Contractor shall warrant and represent that:

- a. its work hereunder shall be of professional quality and performed consistent with generally accepted industry standards.
- b. there exists no actual or potential conflict of interest concerning the services to be performed under this Contract. Contractor represents that performance under this Contract does not require the breach of any contract or obligation to keep in confidence the proprietary information of another party.

6. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

7. NON-ASSIGNABILITY

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

8. TERMINATION

County shall be able to cancel the contract, without penalty to County, as follows:

- a. County's obligation hereunder will be limited to the funds appropriated by the Board of Supervisors for this purpose for each fiscal year in which this Contract is in effect. In the event that the Board of Supervisors fails to so appropriate said funds; County's obligation hereunder will terminate at the end of the fiscal year for

which funds were appropriated or at the end of the contract term, whichever occurs first.

- b. County may terminate this Contract under the provisions of, "Rights and Remedies of County for Default" paragraph for cause.
- c. County at its sole option may terminate this Contract upon thirty (30) days written notice with or without cause. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, County shall be entitled to immediate possession of and Contractor shall furnish all computations, correspondence and other pertinent data gathered or computed by Contractor specifically for the services required hereunder prior to such termination.

Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

Upon termination or other expiration of this Contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

9. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 7 above.

10. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Contract.

11. INSURANCE PROVISIONS

A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each accident Bodily Injury and \$50,000 each Accident Property Damage for each vehicle to be operated in association with this Contract that is not covered under Commercial Automobile Liability.

- 3) Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Pollution Legal Liability coverage in the minimum amount of \$1,000,000 each occurrence.
- B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.
 - C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
 - D) The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this Contract on all policies required (except Workers' Compensation).
 - E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.
 - F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
 - G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
 1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsements.
 3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)

Failure to provide these documents will be grounds for immediate termination or suspension of this Contract.

12. **NON-DISCRIMINATION**

A. General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B. Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

13. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

14. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by County or any of its officers, agents or employees, except as provided herein.

15. **CONTRACT MONITORING**

County will have the right to review the work being performed by Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by **Karl Novak** or his authorized representative.

16. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

17. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

18. **FORCE MAJEURE**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

19. **NON-EXCLUSIVITY**

County reserves the right to contract with providers of similar services and/or equipment other than Contractor when it is reasonably determined to be in the best interest of County.

20. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of County except as authorized by law.

21. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: Ventura County
 General Services Agency
 Procurement Services
 800 S. Victoria Ave. L#1080
 Ventura CA 93009

TO CONTRACTOR-

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

22. **MERGER CLAUSE**

This Contract along with the following documents, which are incorporated into this Contract by reference, hereto constitute the final expression of the agreement of the parties and supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of

County except those covenants and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. In the event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

- 1) This Contract;
- 2) County of Ventura RFP# 5717.
- 3) Contractor's proposal dated _____.

23. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

24. **SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

25. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

26. **COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

27. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

CONTRACTOR*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

CONTRACTOR*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Ventura
RFP 5717
Rodent Management Services
Contractor Quote
Attachment 1

	Facility Name - Reach	Location	Linear Feet	Monthly Service Fee
1	Calleguas Creek - 45021	Hwy 1 to Broome Ranch Crossing	23,968	\$
2	Calleguas Creek - 45023	Broome Ranch to Hueneme Rd	17,550	\$
3	Calleguas Creek - 45025	Hueneme Rd to Old Lewis Rd	14,833	\$
4	Calleguas Creek - 45027	Lewis Rd to u/s of University Dr, 850' on Creek Rd	3,080	\$
5	Calleguas Creek - 45035	Hwy 101 to Adolfo Rd	6,130	\$
6	Calleguas Creek - 45037	Adolfo Rd to Cedarbrook	4,636	\$
7	Revolon Slough - 45103	Las Posas to Hueneme Rd	16,420	\$
8	Revolon Slough - 45105	Hueneme Rd to Wood Rd	15,880	\$
9	Camarillo Hills Drain-A - 45141	Airport – Wood Rd to Las Posas Rd	15,716	\$
10	Camarillo Hills Drain-B - 45141 (42132)	Revolon Channel to Wood Rd	11,180	\$
11	Edgemore Debris Basin - 45902	NE Calle Alberca	345	\$
12	W Camarillo Hills W Branch DB - 45903	East End of Estaban Dr	204	\$
13	Las Posas Estates Dam - 45906	E end of Ramona Place	766	\$
14	Ramona Dam - 45907	N end of Ramona Place	603	\$
15	Ferro Ditch Debris Basin - 45908	End of Ferro Ditch	325	\$
16	Honda West Debris Basin - 45909	u/s La Loma, E of Price Rd	175	\$
17	Fox Debris Basin - 45910	W of Somis Rd	375	\$
18	Coyote Debris Basin - 45911	W of Donlon Rd, N of 118	735	\$
19	Conejo Creek - 46015	Hwy 101 to Mission Oaks Drain	5,695	\$
20	Conejo Creek - 46016	Mission Oaks Drain to Upland Drain	5,090	\$
21	So. Branch Arroyo Conejo - 46113	Borchard Rd to Wendy Dr	9,514	\$
22	So. Branch Arroyo Conejo - 46114	Wendy Dr to Reino Rd	3,475	\$
23	Santa Rosa Rd Debris Basin #2 - 46902	E of Vista Arroyo Dr	615	\$
24	Conejo Mountain Creek DB1 - 46906	u/s Kimber Dr/Cypress School	960	\$
25	Conejo Mountain Creek DB2 - 46907	u/s Via Rincon @ Dos Vientos	890	\$

	Facility Name - Reach	Location	Linear Feet	Monthly Service Fee
26	Conejo Mountain Creek DB3 - 46908	u/s Via Ricardo @ Via Olas	740	\$
27	Conejo Mountain Creek DB4 - 46909	u/s Via Ricardo @ Via Nicola	520	\$
28	Conejo Mountain Creek DB5 - 46910	Dos Vientos @ Via Capote	560	\$
29	Lang Creek Dam - 46911	Westlake Blvd, TO	515	\$
30	Arroyo Simi - 47014	Spring Rd to SPRR	6,937	\$
31	Gabbert Debris Basin - 47901	Hwy 118 @ Gabbert Rd	965	\$
32	Sycamore Canyon Dam - 47903	E of Madera Rd	1,856	\$
33	Erringer Rd Detention Basin 1 - 47904	S of E Covington	400	\$
34	Erringer Rd Detention Basin 2 - 47925	S of E Covington	536	\$
35	Tapo Hills Diversion DB1 - 47905	N of Ditch Rd	400	\$
36	Tapo Hills Diversion DB2 - 47906	N of Ditch Rd	665	\$
37	Runkle Canyon DB - 47907	At Runkle Reservoir	442	\$
38	Las Lajas Cyn Dam - 47908	NE of Texas Ave	775	\$
39	N Simi Drain Det & Debris Basin - 47911	Falcon & Erringer	1,500	\$
40	Little Simi Detention Basin - 47911	Arroyo Simi at Spring Rd	780	\$
41	Canyon No. 2 Detention Basin - 47918	u/s Beragan	406	\$
42	Walnut Canyon Detention Basin - 47919	Near Moorpark O&M Yard	500	\$
43	Muirfield Detention Basin - 47920	Muirfield & Arielle	200	\$
44	Arielle Detention Basin - 47921	Arielle @ Astorian	330	\$
45	Covington Detention Basin - 47922	Covington & Rudolph	388	\$
46	Rudolph Detention Basin - 47923	Rudolph & Crosby	410	\$
47	Sycamore Detention Basin - 47924	Rudolph, 400' E of Crosby	345	\$
48	Bridgegate Debris Basin - 48901	u/s end of Bridgegate St	311	\$
Total Linear Feet			171,332	

Proposed Total Monthly Price	\$
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