



# San Ramon Valley Unified School District

## REQUEST FOR BID

RFB # 640

For

Professional Pest Control Service

For: Maintenance and Grounds Department

Bids must be received no later than:

**Thursday, September 25, 2014 @ 3:00 PM (Pacific Time) & NO MINUTES**

Deliver response to the office of:

Jasmine R. Gacusan, CPPO

Director of Purchasing

3280 Crow Canyon Road

San Ramon, CA 94583

[www.SRVUSD.NET](http://www.SRVUSD.NET)

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SCHEDULE and FORMS (must be returned along with the Bid Form):

- A – Reference
- B – Fingerprint
- C – Survey
- C.1 – Quality Assurance
- D – Acknowledgment of Addenda
- E – Non-Collusion
- F – Worker’s Compensation Certificate
- G – Designation or Subcontractors

Additional Exhibits:

- IPM Program
- District Boundary Map
- Provision for Purchase of Work and Services

NOTE: The Table of Contents is to be made a part of the above referenced bid.

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT  
699 OLD ORCHARD DRIVE  
DANVILLE, CA 94526**

**NOTICE TO BIDDERS**

**RFB # 640**

Notice is hereby given that the San Ramon Valley Unified School District (hereinafter referred to as "District") in the town of Danville, County of Contra Costa, State of California desires to solicit qualified bids for:

**PROFESSIONAL PEST CONTROL SERVICES  
FOR  
MAINTENANCE AND GROUNDS DEPARTMENT**

Each bid must be sealed, marked with the **RFB # 640** and titled "PROFESSIONAL PEST CONTROL SERVICES FOR MAINTENANCE AND GROUNDS DEPARTMENT" and returned no later than:

3:00 pm (Pacific Time) and NO MINUTES on THURSDAY, SEPTEMBER 25, 2014,

to the office of Purchasing Director of the San Ramon Valley Unified School District, 3280 Crow Canyon Road, San Ramon, CA 94583. Bids will be publicly opened at that time. The District will not receive bids after the time set for opening thereof. It shall be the full responsibility of all bidders to ensure that bids are delivered to the above office by the time and date stated. It is the sole responsibility of the bidder to assure that the bid is received by the Purchasing Director prior to the bid opening deadline date and time. The District will not be responsible for late deliveries by U.S. mail or any other means. Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Conditions of this Request for Bid, will be rejected. By submitting a response, bidder acknowledges and accepts the General Conditions and all terms contained in this RFB. Faxed bids will not be accepted. All bids shall be on the form provided for by the District.

CLARIFICATION DEADLINE

All questions regarding bid preparation, documents, discrepancies, omissions, the selection process, specifications and interpretations of the terms and conditions of the Request for Bid (RFB) must be submitted in writing via email to [PURCHASING@SRVUSD.NET](mailto:PURCHASING@SRVUSD.NET) with subject title: BID CLARIFICATION, no later than WEDNESDAY, SEPTEMBER 17, 2014 @ 11:00 am (Pacific Time).

Date: August 25, 2014

Jasmine R. Gacusan, CPPO  
Director of Purchasing,  
Duplicating and Warehouse

Publish Dates: Friday, Aug 29 & Sept 5, 2014

## INTRODUCTION

### ABOUT THE DISTRICT

The San Ramon Valley Unified School District encompasses the communities of Alamo, Blackhawk, Danville, Diablo, and San Ramon (including the new Dougherty Valley communities) as well as a small portion of the cities of Walnut Creek and Pleasanton. The district is comprised of 35 schools serving more than 30,000 students in Kindergarten through Grade 12.

#### Facts and Figures

35 Schools (communities: Alamo, Blackhawk, Danville, Diablo, San Ramon)  
21 elementary schools  
8 middle schools  
4 comprehensive high schools  
1 continuation high school  
1 independent study school

#### Enrollment and Personnel

Number of Students 33,814  
Number of Employees 4,136  
    Number of Teachers 1,414  
    Number of Administrators 80  
    Number of Pupil Services Personnel 87  
    Number of Classified Staff 1,155  
Meals served per day: between 6,300 - 8,100

|                   | <b>2009-10</b> | <b>2010-11</b> | <b>2011-12</b> | <b>2012-13</b> | <b>2013-14</b> |
|-------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Enrollment</b> | 27,937         | 29,273         | 29,989         | 30,757         | 31,407         |
| <b>Increase</b>   | 3.7%           | 4.8%           | 2.5%           | 2.46%          | 2.12%          |

2013-14 Operating Budget Revenues     \$248,825,243  
2013-14 Expenditures                     \$237,782,537

### CALENDAR OF EVENTS

| Event                            | Date                     |                             |
|----------------------------------|--------------------------|-----------------------------|
| Legal Advertisement              | Aug 29 and Sept 5, 2014  | Daily Journal               |
| Bidder's Conference              | Sept 12, 2014 @ 9:30 am  | Maintenance Conference Room |
| Questions/Clarification Deadline | Sept 17, 2014 @ 11:00 am | Purchasing@srvusd.net       |
| Bid Opening Date                 | Sept 25, 2014 @ 3:00 pm  | Purchasing Conference Room  |
| Evaluation Period                | Sept 25 – Sept 30        | Purchasing & Maintenance    |
| Board Approval                   | Oct 7, 2014              | District Office             |
| Notice to Proceed                | Week of Oct 13th         | Purchasing                  |

## **DEFINITIONS**

**ASB** – Apparent Successful Bidder

**CONTRACT** – The resulting contract issued by the SRVUSD Purchasing Department, which is also at times Referred to herein as the “Agreement”, or as the “Master Purchase Agreement”.

**PROPOSAL** - The term “Bid” “proposal”, and Quote, are used interchangeably herein and refer to the bid submitted in response to this Request For Bid (RFB).

**PURCHASE ORDER (PO)** - The documents to be furnished to the successful contractor(s) by SRVUSD Purchasing Department, specifically describes the work to be done and references back to the Master Purchase Agreement.

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT** - The terms, “Owner”, “District”, “SRVUSD”, “Purchasing Director”, “Buyer”, “Department”, are used interchangeably herein and refer to the same entity: San Ramon Valley Unified School District

**REQUESTOR** – The terms “Requestor”, “requesting department”, “department”, “end user”, “school site” or “originator”, are interchangeably herein and refer to the same entity, the receiver of goods and services.

**RFB, RFP or RFQ** are used interchangeably and mean solicitation for pricing, proposal, quote, bid.

**SELLER**--- The term “Seller”, “Supplier”, “Contractor”, “Bidder”, “Respondent”, “Provider”, “Offeror” and “Vendor”, are used interchangeably herein and refer to the same entity, the provider of goods and services to the District.

**WORK** - “Work” shall include all obligations, duties, requirements, and responsibilities required for the successful completion of the Contract by the Seller, including the furnishing of all supervision, labor, materials, equipment and other supplies, incidental with the execution of the Contract and in accordance with the terms and conditions set forth in the Contract.

## **JOB SITE LOCATIONS**

The work will be performed in San Ramon Valley Unified School District property in District owned or operated buildings. See attached district boundary map.

**INSTRUCTIONS and CONDITIONS**  
**For**  
**PROFESSIONAL PEST CONTROL SERVICES**

**BIDDERS RESPONSIBILITIES**

Each bidder is responsible for reading this entire document carefully and becoming familiar with all the instructions, terms and conditions, plans, specifications and drawings before submitting a bid. No bid response shall receive consideration by the San Ramon Valley Unified School District unless made in accordance with the instructions of RFB # 640.

Submittal of a bid shall be incontrovertible evidence that the bidder understands the bid requirements and has determined that the plans, specifications and/or drawings fall within an acceptable standard and are sufficient for bidding and delivering the required items; and that the bidder is capable of delivering items/equipment which comply with the plans, specifications and drawings within the required time frame.

Alternate or incomplete bids will NOT be accepted.

The Governing Board reserves the right to correct errors or omissions in specifications wherever necessary for the proper fulfillment of the intentions of the bid.

**INTENT**

To provide professional pest control services using established Integrated Pest Management (IPM) program for the San Ramon Valley Unified School District (SRVUSD).

**PURCHASE ORDER VALIDITY AND TERM EXTENSION**

The term of the contract which may be awarded pursuant to this RFB is for one (1) year. The San Ramon Valley Unified School District reserves the right to extend this bid for a period of four (4) additional one (1) year terms after issuance of a purchase order with all other terms and conditions remaining the same and mutually agreed upon by the Vendor and the District.

**ESCALATION AND DE-ESCALATION**

Unit prices must remain fixed for a period of one (1) year. Products or services supplied pursuant of this Contract shall be subject to escalation and/or de-escalation of prices as indicated herein; (ie. conditions brought about due to market fluctuation). Escalation and/or de-escalation shall be as set forth by the following provisions:

**Price Reductions:** If, during the term of the contract, the successful bidder reduces any or all prices charged to any customer other than SRVUSD, or its joiners, for the same type of service, or equipment of the equivalent quantity, quality, delivery, performance and warranty, Vendor shall make an equivalent reduction for SRVUSD, and its joiners, in corresponding prices.

**Price Increase:** Any increase will be reviewed and evaluated based on recognized indicators. Indicators such as the San Francisco Bay Area All Urban Consumer Price Index (CPI) or Producer Price Index (PPI) will be used to test reasonableness of price escalation. Bidder will implement no changes to prices, or interpretations of purchase order terms, without the express, *advance* concurrence and consent of the Purchasing Director of the District.

In the event price adjustments are inconsistent with market conditions, the San Ramon Valley Unified School District would be best served by a re-bid to the competitive market. The District reserves the right to waive the notification requirements of this agreement and terminate the contract without regard to the thirty (30) day written notice. The method necessary for such notice of termination shall be at the discretion of the Director of Purchasing.

### **PREPARATION OF BIDS**

All bids must be prepared and submitted using only the bid schedule/pricing sheet, questionnaire or other forms included in the bid packages. Bids prepared on any other form will be rejected. Bids must be submitted in ink or typewritten; signature on bids must be in ink to be considered acceptable. Prices should be stated in units specified hereon. Numbers shall be stated in figures and words where so indicated, and signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations or erasures.

### **SUBMITTAL OF BIDS**

Bid response may only be submitted to the office of the Director of Purchasing, in a sealed envelope, clearly marked with the Bid Number, Bid Name, Vendor Name and Date and Time bid is due. Bidders shall submit one original set. Each bid received in response to this RFB shall remain the property of the District. Bidders are responsible for ensuring that their bids are received by the San Ramon Valley Unified School District Purchasing Department on or before the bid due date. No faxed, verbal or electronically transferred bids will be accepted. Postmarks indicating the date of mailing shall not be considered as evidence of receipt of bid. Any bids received after the schedule closing time for receipt of bids will be returned to the bidder unopened.

### **DEADLINE FOR RECEIPT OF BID**

Bid proposals must be filed at the office of the Purchasing Director located at 3280 Crow Canyon Road, San Ramon, CA 94583 no later than **Thursday, September 25, 2014 at 3:00 pm (Pacific Time) and no minutes. It is their sole responsibility to see that their bid is RECEIVED by the Purchasing Department on-time.**

### **BIDDER'S CONFERENCE**

A **bidder's walk-thru** will be held on **Friday, September 12, 2014 @ 9:30 am at 3280 Crow Canyon Road, San Ramon, CA 94583** for the purpose of acquainting all prospective bidders with the bid documents and the scope of the entire project. Vendors are highly encouraged attend bidders conference to address any questions or clarifications.

## **CONTACT**

Any questions regarding administrative bidding procedures should be directed to the Director of Purchasing, Jasmine Gacusan, CPPPO, at (925) 824-1834; [jgacusan@srvusd.net](mailto:jgacusan@srvusd.net)

Any questions regarding the scope or nature of the services should be directed to Craig Cesco, Director of Maintenance and Grounds at (925) 824-1818; [ccesco@srvusd.net](mailto:ccesco@srvusd.net)

## **CLARIFICATION DEADLINE**

Questions regarding documents, discrepancies, omissions, or doubts as to meaning must be submitted in writing via email to [PURCHASING@SRVUSD.NET](mailto:PURCHASING@SRVUSD.NET) with subject title: BID CLARIFICATION, no later than **Wednesday, September 17, 2014 at 11:00 a.m.**

## **MODIFICATIONS**

Changes in or additions to the Bid Form, recapitulations of the work bid upon alternative proposals, or any other modifications of the Bid Form which is not specifically called for in the contract documents may result in the rejection of the bid as not being responsive to the Bid. No oral or telephonic modification of any bid submitted will be considered.

## **WITHDRAWAL OF BID PROPOSALS**

Bid proposal may be withdrawn by the bidder prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code sections 5101 et. seq.

## **AWARD OF CONTRACT**

Bids will be evaluated on basis of price and compliance to the specifications. The District reserves the right to consider quality, warranty, compatibility with existing equipment or set-up, and any other information considered to be in the best interests of San Ramon Valley Unified School District.

A written purchase order will be furnished to the successful bidder within time for acceptance specified, result in a binding contract without further action by either party. The Purchase Order shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

If two identical low bids are received from responsive responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117.

The District reserves the right to accept and award the contract within ninety (90) days of the submission deadline date.



## **DISTRICT'S RIGHTS AND OPTIONS**

The District reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely, or postpone selection for its own convenience, without indicating any reasons or to negotiate with any, all, or none of the respondents to the RFB. This RFB does not obligate the San Ramon Valley Unified School District to negotiate a contract. The District reserves the right to waive any informality or non-substantive irregularity as the interest of the District may require.

Award of this bid does not imply exclusive agreement with the San Ramon Valley Unified School District.

## **ADDENDA OR BULLETINS**

Any addenda or bulletins issued during the time of bidding shall form a part of the drawing and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents. Initials of bidders on the bid form shall reflect receipt of all addenda prior to submittal of the bid. If an addendum or addenda have been issued by the District and not noted as being received by the bidder, the Proposal may be rejected.

## **BID PROTEST**

Should any bidder question or protest the award of contract to the apparent low bidder, such question or protest must be furnished in writing to the Director of Purchasing no later than three working (3) days following the date of bid opening. Such submittal must fully explain the basis of objection supported by all relevant information, facts and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria).

## **REJECTION OF BIDS**

The District reserves the right to reject any and all bids, or any portion or combination thereof, or award on the basis of the total bid.

## **GOVERNING BOARD**

This bid will result in award of a formal contract. The award of the contract will be by action of the Governing Board and to the lowest responsible bidder from among those bidders responsive to the call for bids unless otherwise specified. In the event an award is made to a bidder and the bidder fails, or refuses, to execute the contract and provide the required documents within 10 days after notification of award of the contract, the District may award the contract to the next lowest bidder or release all bidders.

## **PUBLIC RECORDS**

All responses to the BID will become the property of the District. Once a final award is made, all bid responses, except financial and proprietary information, become a matter of public record and shall be

regarded by the District as public records. The District shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

If a Bidder believes that portions of a proposal constitute trade secrets or confidential or financial data, then the Bidder must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the proposal which the Bidder believes to be protected from disclosure. The Bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Bidder believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The Bidder is hereby notified that the District may consider all or parts of the offer public information under applicable law even though marked confidential.**

### **TAXES**

Taxes shall be included in the proposed prices. Sales tax will be requested on a separate line item. The District is subject only to State of California, Contra Costa County sales tax, which will be collected by the vendor. Federal excise taxes are not applicable to schools districts, and shall not be paid by the District.

### **ERRORS AND CORRECTIONS**

No erasures or white-out will be permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by the person signing the bid. Verify your bids before submission as they may not be withdrawn or corrected after being opened or withdrawn after the specified time period has elapsed.

### **COST OF BID PREPARATION**

Cost of preparation of the response to this Invitation to Bid is solely the responsibility of the vendor. San Ramon Valley Unified School District accepts or implies no liability in the cost of the bid preparation.

### **WARRANTY/QUALITY**

Manufacturer's warranty must be included as part of any bid. The supplier, manufacturer, or their assigned agent shall guarantee the product or service performed against all defects or failures of materials and workmanship for a period recommended by the manufacturer from the actual delivery date. Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, educational, and products liability standards.

### **EXECUTION OF CONTRACT**

After the Governing Board approves and award the contract to the successful bidder, the successful bidder shall, within seven (7) working days must provide to the District appropriate bonds and insurance

(if required). In the event the bidder to whom an award is made fails or refuses to execute the contract within ten (10) calendar days, the District may award the work to the next responsible bidder, or may reject all bids and call for new bids.

### **DELIVERY**

Time is of the essence. Delivery shall be no later than 60 days from date of award of bid. If unable to meet this deadline, please indicate on bid price page. Bids that are conditional upon an “all or nothing” will not be considered. The District reserves the right to postpone delivery up to 30 calendar days at no additional cost. All equipment (if applicable) must be delivered to the San Ramon Valley Unified School District Warehouse located at 3280 Crow Canyon Road, San Ramon, CA 94583-1304, unless otherwise requested by the District in writing.

### **FOB DESTINATION PRICING**

Bidders must quote prices F.O.B. destination, to the delivery location. Pricing or discounts should be stated in the units specified herein and bidders should quote each manufacturer separately. The District is not obligated to pay shipping and handling charges, fuel surcharges, drayage or labor charges not indicated herein.

### **FAILURE TO BID**

If a bidder does not bid on any line item, the bidder is required to write “no bid” in the space provided. If a bidder is no bidding the entire project, the bidder is required to write “no bid” across the face of the bid form, place the company name, sign and date the form and return the form to the purchasing department. Failure to notify the District of a no bid may result in the vendor being removed from the District’s bidders list.

### **EVIDENCE OF RESPONSIBILITY**

Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidders financial resources, his experience in the field and his organization or other factors contributing to the successful execution and completion of the contract.

### **NON-COLLUSION AFFIDAVIT**

A non-collusion affidavit must be executed and submitted with this bid. The certificate is included as part of this bid package.

### **RIGHTS AND REMEDIES IN THE EVENT OF DEFAULT**

If the bidder defaults, the District may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a

bidder's bonds, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

### **GOVERNING LAW AND VENUE**

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Contra Costa County.

### **TRANSFER OF INTEREST**

No interest in the contract shall be transferred to any other party without permission of the District.

### **INDEMNIFICATION**

The successful bidder has the entire responsibility for any and all injury to the public and to individuals. The successful bidder expressly agrees to indemnify, defend and hold the District, its Board Members, managers and employees free and harmless from and against any and all loss, liability, expense, claims, cost, suits and damages including attorneys' fees arising out of contractor's operation or performance under this Agreement.

### **NON APPROPRIATION OF FUNDS**

Notwithstanding any of the foregoing provisions, if for any fiscal year of this agreement the governing body of the San Ramon Valley Unified School District fails to appropriate or allocate funds for future payments under the Agreement, San Ramon Valley Unified School District will not be obligated to make any payments remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the Agreement as provided.

### **TERMINATION**

This Agreement may be terminated by District at any time upon thirty (30) days written notice. In the event of termination, the Vendor shall be entitled to compensation for services performed and/or provided; or items delivered and accepted to the effective date of termination. However, the District may condition payment of such compensation upon acceptance with full satisfaction of the deliverables.

### **FAILURE TO PERFORM**

The San Ramon Valley Unified School District, upon written notice to the Vendor, may immediately terminate this Contract should the Vendor fail to perform properly any of its obligations hereunder or any substandard performance that is unacceptable to the District. In the event of such termination, the District may proceed with the work in any reasonable manner it chooses. The cost to the District of completing the Vendor's performance shall be deducted from any sum due to the Vendor under this Contract, without prejudice to the District's rights to recover damages.

**ATTORNEY’S FEES**

In the event a suit is brought by either party in connection with this agreement, the prevailing party shall have judgment for court costs and a reasonable attorney’s fee.

**PREVAILING WAGE**

The Successful Bidders/Proposers hereby stipulate that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the San Ramon Valley Unified School District not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, Inclusive, thereof. Copies of the general prevailing wages are available at: <http://www.dir.ca.gov/dlsr/PWD/index.htm>

**COMPLIANCE WITH OSHA**

Bidder agrees that all items offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.

**INSURANCE REQUIREMENTS**

During the term of this agreement, Supplier will maintain and keep in force insurance of the types and in the minimum amounts set forth below:

| Insurance                          | Minimum Limits of Liability                      |
|------------------------------------|--|
| Worker’s Compensation              | \$1,000,000                                      |
| Employer’s Liability Comprehensive | \$1,000,000                                      |
| General Liability                  | \$1,000,000 per occurrence/\$3,000,000 aggregate |
| Automobile Liability               | \$1,000,000                                      |

All insurance policies must be primary. Within ten (10) days of the Effective Date, Vendor will provide District with certificates of insurance confirming that Vendor maintains required insurance, **along with a second page endorsement naming "the San Ramon Valley Unified School District, its board members, agents, attorneys, employees, and consultants" as additional insured under the respective policy.** All insurance policies and certificates of insurance will contain a provision for thirty (30) days advance notice to District of all, policy changes, including without limitation, cancellation. Supplier waives all rights of subrogation against District. Supplier's failure to comply with these requirements will constitute a material breach of this agreement. Supplier warrants that each of its significant subcontractors will maintain insurance coverage as described above.

**FINGERPRINTING**

Section 45125.1 of the California Education Code is hereby made part of this bid solicitation as if written in its entirety herein.

**SPECIAL PROVISIONS**  
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

**CONTRACT DOCUMENTS**

Identification of Contract Documents: The Contract Documents are hereby defined to include: all Bidding Documents (including Notice to Bidders, Request for Bid, Addenda [if any], and Bid Forms); the Purchase Order; Contract Agreement, Materials and Integrated Pest Management Program (IPM), Exhibits, District boundary map, Forms, Schedule A-G and Provisions of SRVUSD.

**SUBMITTALS – Non-submittal will disqualify bidders.**

CHECKLIST:

- BID FORM – Pest Control Price Sheet and Signature Page**  
Bid Form is a required submittal item and will be used as basis of award along with the vendor’s suitability to provide the District with the best overall value. **The Integrated Pest Management (IPM) program submittal is a required element of this bid.**
  
- BIDDER’S REFERENCES (Schedule A) – must be returned along with the bid form**  
Provide a list of three (3) references with similar scope to this project, which have been performed within the past three (3) years. Use provided reference list form.
  
- FINGERPRINT FORM (FORM B) - must be returned along with the bid form**
  
- SURVEY FORM (Schedule C) - must be returned along with the bid form**
  
- QUALITY ASSURANCE (Schedule C.1) - must be returned along with the bid form**  
Submit a sample of detailed description of your quality assurance program intended to ensure a successful pest abatement program. This shall include, but not limited to, the frequency of quality assurance inspections and visits, standards of performance and all other acts performed to ensure a successful integrated pest management abatement program.
  
- ADDENDA (Schedule D) - must be returned along with the bid form**
  
- NON COLLUSION (Schedule E) - must be returned along with the bid form**
  
- WORKER’S COMPENSATION FORM (Schedule F) - must be returned along with the bid form**
  
- DESIGNATION OF SUBCONTRACTORS (Schedule G) - must be returned along with the bid form**
  
- PROOF OF INSURANCE – submitted by successful bidder after award of contract**
  
- INSPECTION OF BUILDINGS AND SURROUNDING AREAS – submitted by successful bidder after award of contract**

Submit a detailed evaluation of existing structural and sanitary conditions of all the buildings and surrounding areas that may potentially prevent IPM program service provider from successful completion of the services required.

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**STATE OPERATOR'S LICENSE – submitted by successful bidder after award of contract**

Bidders must submit copies of a current State Operator's License after award of contract. All pest control personnel shall hold valid and current State Applicator's or Branch II Field Representative licenses for the entirety of the contract. Bidder shall provide this information for each licensed applicator at the time of award.

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**INTEGRATED PEST MANAGEMENT (IPM) PROGRAM**

**Upon request, the District may request for proof of IPM certification.**

1. IPM program service provider must provide a written description no longer than five (5) pages, of proposed IPM program. Include description of implementation process of IPM program for SRVUSD.
2. IPM program service provider must have an inspection sheet that enables them to map building layout and possible points of entry for pests.
3. IPM program service provider must provide single line drawings of the floor plans once bid is awarded.
4. IPM program service provider must provide a non-toxic procedure of pest eradication.
5. IPM program service provider must provide program on eradicating outside sources of pest such as ant colonies which may require minimal amount of chemicals. SRVUSD is requiring a list of least toxic chemical solutions that may be used in eliminating such pest.
6. IPM program service provider will keep detailed records of chemical used and when and where it was applied, including reduced toxicity chemicals normally used by IPM service providers. If no chemicals were used, a description of the process to eliminate pest problem will be submitted to the District.
7. IPM program service provider must provide a copy of MSDS along with any pertinent information regarding any chemicals used in SRVUSD. During regular business hours, on-site technician(s) are required to check-in with the site's office manager or front desk.

**GENERAL REQUIREMENTS**

1. Must possess all permits, licenses and professional credentials necessary to supply products and perform services as specified in this BID. Licenses, permits, certifications and credentials must stay current and remain valid for the entirety of the contract.
2. Bidder shall possess a minimum of three (3) years demonstrated successful operation of this type of

service, servicing similar or equal size facilities.

3. Bidder has continuously engaged in the business of providing pest control services for at least three (3) years.
4. Proper conduct is expected from the IPM program service provider's personnel when on any District site. This includes adhering to non-smoking policy, drug or alcohol free work place. District has the right to request removal of any of the IPM program service provider's personnel not adhering to these policies. All work shall be performed in a professional manner according to generally accepted industry standards.
5. IPM program service provider's personnel shall carry appropriate identification, uniform, badges when working on any of the District site. During business hours, on-site technician(s) are required to check-in with the site's office manager or front desk.

#### **ACCOUNT MANAGER/SUPPORT STAFF**

IPM program service provider shall provide adequate, competent support staff that is assigned to the District's account during normal working or business hours, Monday through Friday. Representative(s) shall be knowledgeable about the contract, services provided, products and able to identify and resolve quickly any issues including but not limited to orders and billing issues.



## SCOPE OF WORK

The District has an Integrated Pest Management (IPM) program that needs to be implemented. It is the intent of the District to hire a professional pest control service contractor that can provide integrated pest management control for the San Ramon Valley Unified School District. The successful contractor shall furnish all labor, work, materials and equipment to implement the monitoring, trapping, treatment and pesticide application aspects of IMP program. General program requirement shall include but not limited to the following:

1. Initial inspection
2. Submission of plan
3. Monitoring and inspection
4. Treatment
5. Modification (if necessary)
6. Record keeping/reports
7. Special request and emergency service (for corrective actions beyond routine services)

## SERVICES

1. IPM program service provider must provide an environment free from, but not limited to, the following pests:
  - Spiders, cockroaches and beetles
  - Crickets, and other hoppers
  - Ants (all species), earwigs, sow bugs, silverfish and other crawling insects
  - Lice, mites, bed bugs, fleas, and other biting insects
  - Wasps, hornets, and other stinging insects nesting in the interior or exterior, up to a maximum height of two (2) stories
  - Flies, moths, and other flying insects
  - Weevils and other food pests
  - Mice, rats, and other rodents
2. IPM program service provider shall be performed in all buildings, location listed on Exhibit A, occupied or unoccupied, including but not limited to basements, crawl spaces, offices, classrooms, storage areas, fields, kitchen, closets, baseboards, multipurpose rooms, plumbing and heating pipes, shelves, elevators, walls/enclosures, cafeteria, food preparation and storage areas, loading platforms, refuse containers, lavatory, shower/bathrooms, hallways, attics and lounge areas.
3. IPM program service provider shall perform a thorough detection program during every pest control service, including, but not limited to crack and crevice inspection and use of a functional flashlight. Following each scheduled service, the IPM program service provider shall submit a written report to the Director of Maintenance and Grounds or his designee at the site, listing any and all areas that remain inaccessible for pest control service such as student lockers, rooms, closets, etc.
4. Scheduled services and inspection should not interrupt institutional activities. IPM program service provider is required to provide necessary services at alternate times, agreeable to the site impacted at no additional cost. Complaints and service visits shall be handled within twenty-four (24) hours

after notification and will be at no additional cost to the District.

5. In the event of an emergency infestation, IPM program service provider shall be immediately available for eradication services. IPM program service provider shall provide quote on Bid Form their hourly fee for emergency and additional requirements.

### **REPORTS/DELIVERABLES/BILLING**

IPM program service provider shall provide the following:

1. Names of materials used and EPA category (Danger, Warning, Caution) on label.
2. Amount of material used (in units of mass or volume), number of bait stations or traps.
3. Location of traps, bait stations, pest control devices.
4. Detailed listing of all chemical products used to service the District and school sites.
5. Quality Assurance report that may include observations, monitoring and inspection notes.
6. Invoice must provide location, date and type of pest problem treated.
7. Annual report that will recap IPM program for the period of the contract year.

### **PERFORMANCE REQUIREMENTS**

1. IPM program service provider shall use proper equipment and material to render the pest control services to ensure the safety of all human life, livestock and the environment. It is to be clearly understood that the equipment and pesticide used during the course of the contract are to be within safe and legal guidelines.
2. IPM program service provider shall notify the site designee of any precautionary actions, if any, that may need to be taken, especially where there may be chemically sensitive staff or students in the vicinity.
3. All pesticide used shall be non-flammable, secured when unattended, and registered by the United States Environmental Agency (EPA) and the State of California.
4. IPM program service provider shall be responsible for removing and disposing materials, pesticides or equipment after treatment is completed. IPM program service provider may not store pesticides or equipment in any of the school site or District property.
5. Pesticide application shall be according to need, and not by a routine schedule, unless it is part of a regular preventive pesticide treatment or maintenance program in areas determined to be at risk for infestation by insects or rodents and based upon an inspection at the outset of the program.
6. SPECIAL REQUIREMENT: clearance requirement from Department of Justice is required for anyone that may have contact with students (Education Code 45125.1). It is highly desirable that the same technician(s) is assigned to the same school site during the term of the contract.
7. Start Up: IPM program service provider will be given a sixty (60) day grace period in order to eliminate pest problems that may have been present prior to the award of contract. During this grace period, the District will not process complaints for failure to meet performance requirements to these specifications. This period shall give the IPM program service provider sufficient time to start and thoroughly service all locations. The grace period will begin at the contract start date and continue for sixty (60) consecutive days thereafter. If, within the sixty (60) day grace period, the pest control problem is determined to be on the increase or shows no improvement, the District may terminate IPM program service provider's contract.
8. Accident Report: IPM program service provider shall report immediately in person and in writing, all

accidents whatsoever arising out of and/or in conjunction with the performance of the work, whether on and/or adjacent to any District facility or school sites.

### **MINIMUM STANDARD REQUIREMENTS**

1. All on-site pest control service provider must be certified pesticide applicators.
2. Services must be performed at least monthly.
3. Bait formulations, traps, vacuuming, sanitation and exclusion techniques should be emphasized for insect control as part of the IPM policy and program.
4. Traps, sanitation and exclusion techniques should be emphasized for rodent control.
5. Exclusion techniques should be emphasized for pigeon control.
6. Pesticides should be used ONLY IF adequate control cannot be achieved with alternative types of treatment.
7. Pesticide use must always consist of the least toxic material, most precise application technique, and minimum quantity of material necessary to achieve pest control.
8. IPM program service provider must provide LABELS and MSDS sheets for every chemical used on the premises to the Director of Maintenance and Grounds.
9. Pesticides and any other materials used must be handled in strict accordance with Federal, State and Local Ordinances. The applications must be consistent with the Good Practice Statements of the National Pest Control Association.

### **WORK SCHEDULE**

The schedule for IPM Service visits or any on-call or emergency calls must be arranged with and approved by the Director of Maintenance and Grounds of SRVUSD.

## **BID FORM**

**For**

### **Professional Pest Control Services**

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offeror, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is being done, and with the specifications and other contract documents, hereby propose and agrees to perform within the time stipulated, in contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expandable equipment, applicable taxes and all utility and transportation services necessary to perform all of the work required in connection with:

### **BID #640**

All in strict conformity with the specifications and other contract documents, including any addenda issued and on file at the Office of the Director of Purchasing.

#### **NOTE\***

The San Ramon Valley Unified School District reserves the right to INCREASE OR DECREASE purchase quantities by necessity only regardless of approximate quantities indicated on the bid form. District maintains the right, as it may deem necessary, to add or delete services to this contract, with only thirty (30) day written notice, in order to accommodate any future changes in the District programs that may result in an increase or reduction of funds. Request for increase in services will be negotiated with the successful vendor based on the rates provided herein.

**TERMS** - Cash terms (if applicable) \_\_\_\_\_% \_\_\_\_\_ Days

**FOB** – Destination

**PEST CONTROL PRICE SHEET**

**ELEMENTARY**

| <b>FACILITY</b>  | <b>ADDRESS</b>                      | <b>Building Perimeter MPR/Commons</b> | <b>Monthly Price</b> | <b>Extension</b> |
|------------------|-------------------------------------|---------------------------------------|----------------------|------------------|
| Alamo            | 100 Wilson, Alamo                   | 1 x Month                             | \$                   | \$               |
| Bollinger Canyon | 2300 Talavera, San Ramon            | 1 x Month                             | \$                   | \$               |
| Country Club     | 7534 Blue Fox Way, San Ramon        | 1 x Month                             | \$                   | \$               |
| Coyote Creek     | 8700 N. Gale Ridge Road., San Ramon | 1 x Month                             | \$                   | \$               |
| Creekside        | 6011 Massara St., Danville          | 1 x Month                             | \$                   | \$               |
| Golden View      | 5025 Canyon Crest, San Ramon        | 1 x Month                             | \$                   | \$               |
| Greenbrook       | 1475 Harlan Dr., Danville           | 1 x Month                             | \$                   | \$               |
| Green Valley     | 1001 Diablo Rd., Danville           | 1 x Month                             | \$                   | \$               |
| Hidden Hills     | 12995 Harcourt Way, San Ramon       | 1 x Month                             | \$                   | \$               |
| John Baldwin     | 741 Brookside Dr., Danville         | 1 x Month                             | \$                   | \$               |
| Live Oak         | 5151 Sherwood Way, San Ramon        | 1 x Month                             | \$                   | \$               |
| Montair          | 300 Quinterra Ln. , Danville        | 1 x Month                             | \$                   | \$               |
| Montevideo       | 13000 Broadmoor Dr., San Ramon      | 1 x Month                             | \$                   | \$               |
| Neil Armstrong   | 2849 Calais Dr., San Ramon          | 1 x Month                             | \$                   | \$               |
| Quail Run        | 4000 Goldenbay Av., San Ramon       | 1 x Month                             | \$                   | \$               |
| Rancho Romero    | 180 Hemme Av., Alamo                | 1 x Month                             | \$                   | \$               |
| Sycamore Valley  | 2200 Holbrook, Danville             | 1 x Month                             | \$                   | \$               |
| Tassajara Hills  | 4675 Camino Tassajara, Danville     | 1 x Month                             | \$                   | \$               |
| Twin Creeks      | 2785 Marsh Dr., San Ramon           | 1 x Month                             | \$                   | \$               |
| Vista Grande     | 667 Diablo Rd., Danville            | 1 x Month                             | \$                   | \$               |
| Walt Disney      | 3250 Pine Valley Rd., San Ramon     | 1 x Month                             | \$                   | \$               |

## MIDDLE SCHOOLS

| FACILITY           | ADDRESS                         | Building Perimeter MPR/Commons | Kitchen   | Monthly Price | Extension |
|--------------------|---------------------------------|--------------------------------|-----------|---------------|-----------|
| Charlotte Wood MS  | 600 El Capitan, Danville        | 1 x Month                      | 1 x Month | \$            | \$        |
| Diablo Vista MS    | 4100 Camino Tassajara, Danville | 1 x Month                      | 1 x Month | \$            | \$        |
| Gale Ranch MS      | 6400 Main Branch Rd., San Ramon | 1 x Month                      | 1 x Month | \$            | \$        |
| Iron Horse MS      | 12601 Alcosta Blvd., San Ramon  | 1 x Month                      | 1 x Month | \$            | \$        |
| Los Cerros MS      | 968 Blemer Rd., Danville        | 1 x Month                      | 1 x Month | \$            | \$        |
| Pine Valley MS     | 3000 Pine Valley Rd., San Ramon | 1 x Month                      | 1 x Month | \$            | \$        |
| Stone Valley MS    | 3001 Miranda Av., Alamo         | 1 x Month                      | 1 x Month | \$            | \$        |
| Windemere Ranch MS | 11611 E Branch Pkwy., San Ramon | 1 x Month                      | 1 x Month | \$            | \$        |

## HIGH SCHOOLS

| FACILITY            | ADDRESS                         | Building Perimeter MPR/Commons | Kitchen   | Home Econ | Monthly Price | Extension |
|---------------------|---------------------------------|--------------------------------|-----------|-----------|---------------|-----------|
| California HS       | 9870 Boradmoor Dr., San Ramon   | 1 x Month                      | 2 x Month | N/A       | \$            | \$        |
| Dougherty Valley HS | 10550 Albion Rd., San Ramon     | 1 x Month                      | 2 x Month | N/A       | \$            | \$        |
| Monte Vista HS      | 3131 Stone Valley Rd., Danville | 1 x Month                      | 2 x Month | 1 x Month | \$            | \$        |
| San Ramon Valley HS | 501 Danville Blvd., Danville    | 1 x Month                      | 2 x Month | N/A       | \$            | \$        |

## OTHER SITES

| FACILITY       | ADDRESS                         | Building Perimeter MPR/Commons | Monthly Price | Extension |
|----------------|---------------------------------|--------------------------------|---------------|-----------|
| Del Amigo      | 189 Del Amigo Rd., Danville     | 1 x Month                      | \$            | \$        |
| Venture        | 10540 Albion Rd., San Ramon     | 1 x Month                      | \$            | \$        |
| Ed Center      | 699 Old Orchard, Danville       | 1 x Month                      | \$            | \$        |
| Service Center | 3280 Crow Canyon Rd., San Ramon | 1 x Month                      | \$            | \$        |

|  |           |
|--|-----------|
| <b>GRAND TOTAL FOR 12 MONTHS SERVICE</b> | <b>\$</b> |
|--|-----------|

**PIGGYBACK CLAUSE**

Public Contract Code 20118. Pursuant to Public Contract Code 20118 and 20652 (Community Colleges) San Ramon Valley Unified School District authorizes all other eligible Districts and public agencies to piggy-back on this bid. The responding bidder authorizes this piggy-back by signing below. The District further waives it’s right to have warrants issued in its favor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Yes, Piggyback Option Granted       No, Piggyback Option Not Granted

**VENDOR’S LICENSE STATEMENT**

The undersigned certifies that he/she or the firm he represents holds the appropriate license as required and specified for:

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

Classification No. & Title \_\_\_\_\_

**PROJECT START DATE**

Within 10 Working Days of issuance of Purchase Order.

\*\*\*\*\*

*THE REPRESENTATIVES MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.*

NO BID IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR YOUR COMPANY. SUBMITTED BY:

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

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Authorized Agent) (Please Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if bidder is an individual, his signature shall be placed above.

***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

## **SCHEDULE A**

### **BIDDER'S REFERENCE AND STATEMENT OF EXPERIENCE**

The bidder is required to state below work of similar character to that included in the proposed contract he has done and provide references which will fully disclose his responsibility, experience, skill and business standing. Please list below your qualified commercial references of similar size contract within the last five (5) years:

|                               |    |
|-------------------------------|----|
| Company Name                  |    |
| Address                       |    |
| Contact                       |    |
| Phone #                       |    |
| Email Address                 |    |
| Name of Project               |    |
| Date/Period of Service        |    |
| Total Amount of Project       | \$ |
| Brief Description of Project: |    |
|                               |    |
|                               |    |

|                               |    |
|-------------------------------|----|
| Company Name                  |    |
| Address                       |    |
| Contact                       |    |
| Phone #                       |    |
| Email Address                 |    |
| Name of Project               |    |
| Date/Period of Service        |    |
| Total Amount of Project       | \$ |
| Brief Description of Project: |    |
|                               |    |
|                               |    |

|                               |    |
|-------------------------------|----|
| Company Name                  |    |
| Address                       |    |
| Contact                       |    |
| Phone #                       |    |
| Email Address                 |    |
| Name of Project               |    |
| Date/Period of Service        |    |
| Total Amount of Project       | \$ |
| Brief Description of Project: |    |
|                               |    |
|                               |    |



**\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\***

**FORM B**



**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**

699 Old Orchard Drive, Danville, California 94526-4331

(925) 552-2923 \* FAX (925) 552-5092

Jessica R. Romeo, Assistant Superintendent  
*Human Resources*

**Employee Fingerprint & Criminal Background Check  
Certification to the San Ramon Valley Unified School District**

\_\_\_\_\_ acknowledges  
(vendor/contractor name)

that Education Code Section 45125.1 applies to contracts for the provision of services to the district such as janitorial, administration, landscaping, transportation, food-related and similar services. Section 45125.1 requires that employees who will come into contact with pupils of the school district must be fingerprinted and their fingerprint cards must be submitted to the California Department of Justice and Federal Bureau of Investigation for a criminal records check. No such employee may come into contact with pupils after January 5, 1997, until the records check is completed. No employee with a record of conviction for a serious or violent felony may be assigned to perform services which will place them in contact with pupils without the prior written approval of the district. This certification does not grant such approval.

**It is hereby certified to the San Ramon Valley Unified School District** that no employee who has a record of conviction for a serious or violent felony will be assigned to perform services, under any existing contract with San Ramon Valley Unified School District which will permit or require them to come in close contact with pupils unless the school district first receives notice from the contractor and the school district grants written permission under conditions specified by the school district.

I, \_\_\_\_\_, as an officer/owner/agent  
(please print name)  
of \_\_\_\_\_, hereby certify that I am duly  
(vendor/contractor name)  
authorized to enter into the above certification.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Business Address and Phone Number

***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

## **SCHEDULE C**

### **SURVEY FORM**

1. How many employees in your firm?
  
2. How many years have been in business?
  
3. How many years have used IPM method?
  
4. List licensing and training background of the on-site technician(s).
  
5. List licensing and training background of the Entomologist.

***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

## **SCHEDULE C.1**

### **QUALITY ASSURANCE**

Submit a sample of detailed description of your quality assurance program intended to ensure a successful pest abatement program. This shall include, but not limited to, the frequency of quality assurance inspections and visits, standards of performance and all other acts performed to ensure a successful integrated pest management abatement program.

***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

## **SCHEDULE D**

### **ACKNOWLEDGMENT OF ADDENDA**

Failure to execute the following may be considered as an irregularity in the bid. Receipt of the following addenda issued during the time of bidding is acknowledged, and the information contained therein has been considered in the preparation of this bid:

None

No. 1

No. 2

No. 3

No. 4

No. 5

**(Check Appropriate Space(s) for Addenda Received)**

#### **Warning**

If an addendum or addenda have been issued by the District and not noted above as being received by the bidder, this Proposal may be rejected.

***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

**SCHEDULE E**

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.**

State of California )  
 ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder as not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**\*NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID\***

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

**SCHEDULE F**

**CONTRACTOR'S CERTIFICATE**  
**REGARDING WORKER'S COMPENSATION**

LABOR CODE SECTION 3700

“Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
  
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the City of Industrial Relations of ability to self-insure and to pay any compensation that may become due to this employees.’

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

(In accordance with Article 5 [commencing at Section 1860], Chapter I, Part 7, Division 2 of the Labor Code, the above certificate must signed and filed with the awarding body prior to performing any work under this contract.)

***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

**SCHEDULE G**

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of the Government Code of the State of California each bidder shall set forth below the name and the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications and the portion of the work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the CITY.

IF THERE ARE NO SUBCONTRACTORS, PLEASE STATE "NONE".

| <b>TRADE</b> | <b>NAME</b> | <b>CONTRACTOR'S<br/>LICENSE NUMBER</b> | <b>EXPIRATION<br/>DATE</b> |
|--------------|-------------|--|----------------------------|
| _____        | _____       | _____                                  | _____                      |
| _____        | _____       | _____                                  | _____                      |
| _____        | _____       | _____                                  | _____                      |
| _____        | _____       | _____                                  | _____                      |
| _____        | _____       | _____                                  | _____                      |
| _____        | _____       | _____                                  | _____                      |
| _____        | _____       | _____                                  | _____                      |
| _____        | _____       | _____                                  | _____                      |
| _____        | _____       | _____                                  | _____                      |
| _____        | _____       | _____                                  | _____                      |

**THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.**

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**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT**  
**OPERATIONS SUPPORT SERVICES**  
3280 Crow Canyon Road, San Ramon, CA 94583  
Craig Cesco, Director of Maintenance Operations  
(925) 824-1818 • fax (925) 866-8131  
[ccesco@srvusd.net](mailto:ccesco@srvusd.net) • [www.srvusd.net](http://www.srvusd.net)

## **Integrated Pest Management Program**

### **Introduction**

The Integrated Pest Management (IPM) Program is a methodology that utilizes physical, mechanical, biological, educational and chemical means to maintain pest levels at acceptable levels.

A low level will prevent unacceptable damage to people, public and private property, and to our environment. We will endeavor to use the least toxic and least harmful means to achieve these results. Chemical means will be used as a last resort. One element of this plan requires regular monitoring, documentation and review of the IPM process to determine its effectiveness. Appropriate changes and controls may be implemented for quality assurance.

Structural and landscape pests can pose significant problems to people, property and the environment. We recognize that chemical means used to control such pests pose their own health risks. It is the goal of the District to provide and maintain a safe and healthy environment for students, staff and the community. In order to achieve this goal the District has established and Integrated Pest Management Program. This program's long-term goal is the eventual elimination of all chemical pesticides.

The "Precautionary Principle" is the long-term objective of the San Ramon Valley Unified School District. The Principle recognizes that:

- No pesticide product is entirely free from risk or threat to human health and
- Pesticide manufacturers should be required to demonstrate that their products are safe for use near children and that they are absent of such risks which include: cancer, neuralgic disruption, birth defects, genetic alteration, reproductive harm, immune system dysfunction, endocrine disruption, and acute poisoning.

This program recognizes that full implementation of the Precautionary Principle is not possible at this time. Nevertheless, the Board is committed to the process as set forth in this program.

### **1. Monitoring**

Monitoring is the regular and ongoing process of inspection and observation of the areas where pest infestations can and do occur. Monitoring is an essential component of the IPM program. The purpose of monitoring is to determine when the action threshold level has been reached. Through proper monitoring, potential disruptive infestations can be managed with appropriate control measures.

## **2. Pest Action Threshold**

Pest action threshold is an action level determined by the collective sensitivity of the occupants at a specific school site, classroom or work environment. The appropriate control method shall be implemented when the pest action threshold has been determined.

**Note:** The presence of a pest does not necessarily require or initiate remedial action.

The extent or existence of medical and/or economic damage will be used to determine the required action. In order to ensure the safety of students, staff and the community, there is no “acceptable level” of medical damage.

## **3. Implementing the Appropriate Action**

Each pest or infestation may require a different treatment strategy. The following is a partial list of IPM treatment strategies:

- Modify pest habits.
- Consider and coordinate the use of a range of potential treatments for a pest problem; which may include physical, horticultural, and biological methods.
- If recognized least-toxic treatments have been tried and failed, other chemical applications may be used. The goal should remain in selecting an effective product which poses the least possible hazard to people and the environment.

## **4. Banned Chemicals**

The following high health risk pest management products will not be allowed:

- Pesticides linked to cancer (U.S.E.P.A. Class A, B, and C carcinogens and chemicals known to the State of California to cause cancer under Proposition 65).
- Pesticides that cause birth defects, reproductive or developmental harm (identified by the U.S.E.P.A. or known to the State of California under Proposition 65 as reproductive or developmental toxins).
- Pesticides that interfere with human hormones (identified by the U.S.E.P.A. as known, probable or possible endocrine disrupters).
- Pesticides classified as Toxicity Category I by the U.S.E.P.A.
- Carbamate and organophosphate pesticides.
- Foggers, bombs, fumigants or sprays that contain pesticides identified by the State of California as potentially hazardous to human health (CFR 6198.5).

\*This section does not apply to microbial pesticides or pesticides deployed in the form of a self-contained bait or trap.

\*\*Products with the active ingredient of Glyphosate, Isopropylamine Salt are exempt from this section, including but not limited to Monsanto Company product: Roundup – Pro.

## **5. Notification (Posting)**

Proper Notification shall be given to the school site where the chemical pesticide will be applied.

- Pre-notification shall be given to all school sites where non-bait pesticide applications will be used. Pre-notification of chemical application must be posted at least three (3) days prior to application.

- Notification signs must be placed in the immediate area where the pesticide will be applied and must be clearly visible to the public.
- A notification sign must be placed at the main entrance to the school site in order to be clearly visible to the public.
- Information specific to the pesticide in the form of a Material Safety Data Sheet shall be available to the students, staff, and the public upon request.
- Notification signs must remain posted for three (3) days after the pesticide application.
- The notification sign shall:
  - a) Be at least 8.5" x 11"
  - b) Include the pesticide manufacturer, the name of the pesticide used, the E.P.A. number, and the active ingredient.
  - c) Include the date the pesticide is applied
  - d) Include the location(s) of application
  - e) Include the target pest
  - f) A signal word indicating the toxicity of the pesticide
  - g) A contact name and phone number

#### **6. Notification (e-mail)**

Parents who wish to be notified of intended pesticide application at specific school sites will be notified by e-mail at least three (3) days in advance.

After all non and least toxic control methods and strategies have been considered, tried, and have failed, the following substances may be used without notification: Any pesticide, except for zinc, exempted from regulation by the United States Environmental Protection Agency pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sec. 25 (b)).

#### **7. Record Keeping**

The District shall keep and maintain records of each pest management action, which include the following:

- The target pest
- The type, concentration, and quantity of pesticide used; or the management action used.
- The school site of the application.
- The date of the application
- The name(s) of the pesticide applicator
- The effectiveness and the outcome of the pesticide or management action.

Application records will be kept by the IPM Coordinator and at the school site (where the application took place).

#### **8. IPM Committee**

An IPM Committee shall be established to develop and implement the IPM plan. The committee shall be comprised of the Maintenance Department Director, the Custodial Department Director, the Environmental Health and Safety Specialist and Maintenance Department Grounds Lead.

The IPM Committee is designated with the responsibility of monitoring the implementation and effectiveness of the IPM Program, considering and approving pesticide application exemptions and for recommending changes and updates to the IPM Program.

## **9. IPM Coordinator**

The District designates the Maintenance Department Director as the IPM Coordinator, responsible for ensuring the implementation of school district IPM activities, for communicating goals and guidelines of the IPM Program to staff, for providing proper employee training and for ensuring the proper maintenance of records and documents.

## **10. Emergency Exemption**

The IPM committee may allow a trained District employee or any appropriately licensed company contracted to provide a pest control action for the District, in the application of a pesticide otherwise banned under this resolution based upon a finding that the protection of public health requires the use of that pesticide. The IPM Committee may grant emergency exemptions. Such exemptions shall be granted on a per-case basis and shall apply to a specific pest problem for a limited time.

## **11. Training**

Training of District personnel is critical to the success of this IPM Program. Qualified persons to ensure the safety of students, staff, the community and the environment will be selected to provide the training.

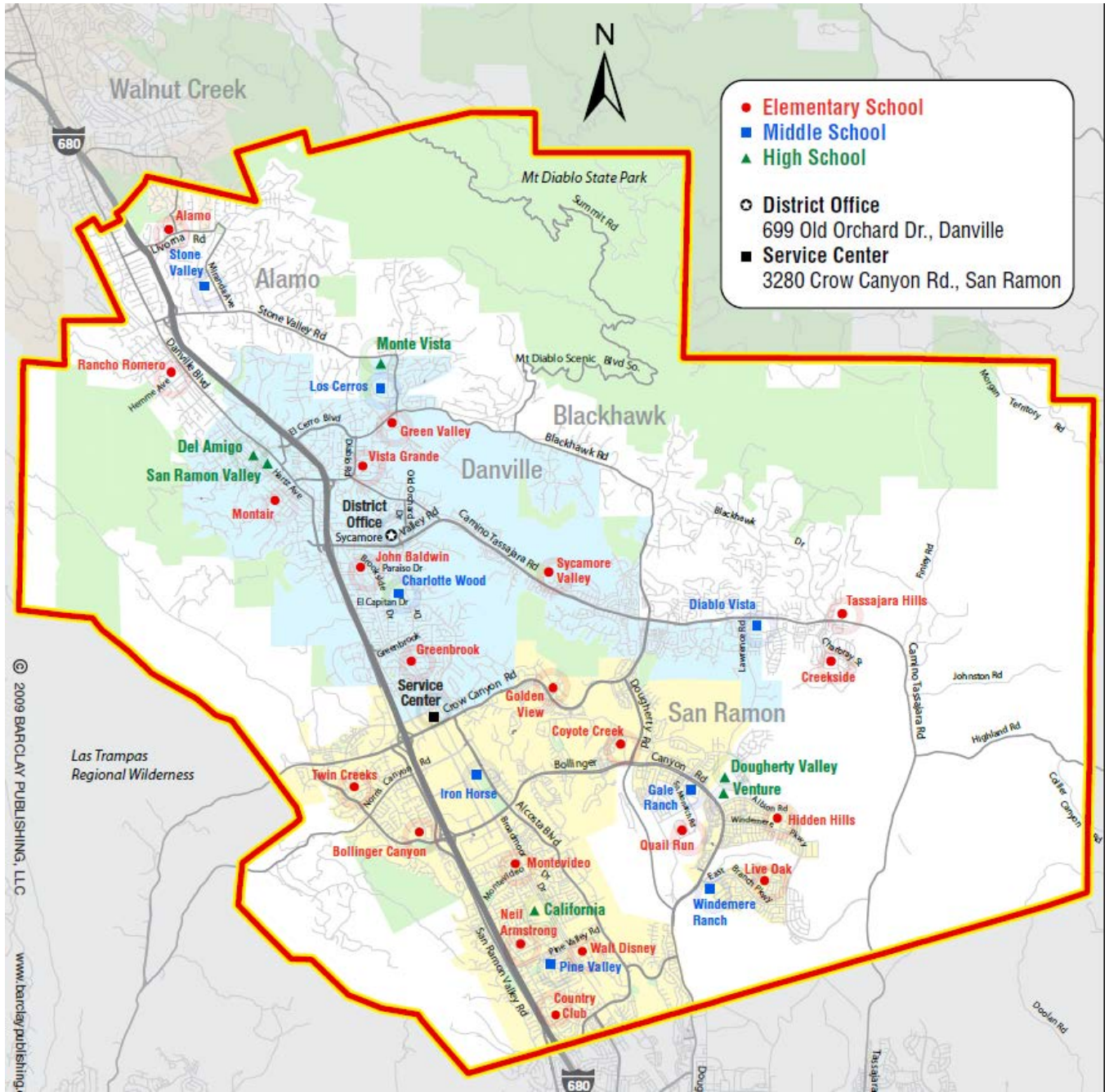
## **12. Contractors**

All State of California licensed pest control companies contracted by the District shall follow all provisions of this policy.

## **13. Reference Information**

California School IPM Program / Department of Pesticide Regulation  
[www.cdpr.ca.gov/schoolipm](http://www.cdpr.ca.gov/schoolipm)

## DISTRICT BOUNDARY MAP



# SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

## GENERAL PROVISIONS FOR PURCHASES OF WORK AND SERVICES

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If these general provisions are incorporated by reference into a Purchase Order for work and/or services, all references to "Bidder" or "Vendor" shall be construed to mean the Seller from whom work and services are purchased by the District. The work and services described in the accompanying Purchase Order hereinafter shall be designated as "The Work".

**1.01 Laws to be Observed:** The Vendor shall keep itself fully informed of all existing and future State and Federal laws, including O.S.H.A. standards, and all regulations of the District which in any manner affect those engaged or employed in The Work or the materials used in The Work, or which in any way affect the conduct of The Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

**1.02 Labor Discriminations:** No discrimination shall be made in employment of persons upon The Work because of the race, color or religion of such persons, and any Successful Bidder which violates this Section is subject to all the penalties imposed for a violations of Chapter 1, Part 7, Division 2, of the Labor Code of the State of California in accordance with the provisions of Section 1735 thereof.

**1.03 Prevailing Wage:** The Vendor hereby stipulates that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the District not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, Inclusive, thereof.

Copies of the general prevailing wages are available at: <http://www.dir.ca.gov/dlsr/PWD/index.htm>

**1.06 Patents:** The Vendor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in The Work.

**1.08 Responsibility for Damage:** The Vendor shall take all responsibility for the Work, shall bear all losses and damages directly or indirectly resulting to the Vendor, to any subcontractor, to the District, to District employees, or to parties designated in any purchase order provision, on account of the performance or character of The Work, unforeseen difficulties, accidents, occurrences or other causes predicted on active or passive negligence of the District, or of parties designated in any purchase order provisions. Said Vendor shall assume the defense of and shall indemnify and hold harmless the District, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description directly or indirectly arising from the performance of The Work.

Approval of the insurance contract does not relieve the Vendor or subcontractors from liability under this clause.

**1.09 Responsibility for Work:** Except as provided above, until the formal acceptance of The Work by the District, the Vendor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of The Work. The Vendor shall rebuild, repair, and restore, and make good all injuries or damages to any portion of The Work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or of the public enemy.

**1.10 No Personal Liability:** Neither the District, officers, employees or agents of the San Ramon Valley Unified School District, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising from or in connection with The Work.

**1.11 Responsibility of District:** The San Ramon Valley Unified School District shall not be held responsible for the care or protection of any material or parts of The Work prior to final acceptance, except as expressly provided for in these specifications.

**1.12 Vendor Not an Agent of the District:** The right of general supervision of the District shall not make the Vendor an agent of the District; and the liability of the Vendor for all damages to persons or to public or private property arising from the Vendor's execution of The Work shall not be lessened because of such general supervision.

**1.13 Inspection and Payments Constitute No Waiver of Order Provisions:** Neither the Inspection of Authorized District employee nor any payment of money, nor acceptance of any part or whole of The Work by the District or its agents shall operate as a waiver of any provision of the order.

**1.14 Insurance Requirements:** Vendor shall promptly obtain, at the Vendor's own expense, all the insurance required by this section and shall submit a completed copy of Coverage Verification signed by the Vendor's agent or broker to the District's Purchasing Division for review and approval. Insurance requirements must be met prior to issuance of purchase order. It is highly recommended that Vendor confer with their insurance carrier or broker to determine in advance submission of the availability of insurance coverage and endorsements as prescribed and provided herein.

(1) The Vendor shall take out and maintain during the life of the purchase order statutorily sufficient Workers' Compensation and Employer's Liability Insurance for all of the Vendor's employees to be engaged on The Work. Should any work be sublet, the Successful Bidder shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the District from any and all claims arising out of occurrences on The Work.

(2) The Vendor shall take out and maintain in the name of the Vendor and the District as a Named Insured during the life of the purchase order, such Public Liability Insurance as shall protect itself, the District, its officials, officers, directors, employees and agents from claims which may arise from operations under the purchase order, whether such operations be the Vendor, by the District, its officials, officers, directors, employees and agents, any subcontractors, or by anyone directly or indirectly employed by either of them. This Liability Insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from the Vendor's, District's or subcontractor's operations, use of owned or non-owned automobiles, products, and completed operations. The amounts of insurance shall not be less than the following:

Single Limits Coverage Applying to Bodily and Personal Injury

|                                    |  |
|------------------------------------|--|
| Worker's Compensation              | \$1,000,000                                      |
| Employer's Liability Comprehensive | \$1,000,000                                      |
| General Liability                  | \$1,000,000 per occurrence/\$3,000,000 aggregate |
| Automobile Liability               | \$1,000,000                                      |

If Commercial General Liability Insurance or other form with a General Aggregate Limit is used, either the General Aggregate Limit shall apply separately to the project/location or the General Aggregate Limit shall be twice the required occurrence limit.

The following endorsements must be attached to the policy:

- (a) If the Insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- (b) The policy must contain a Cross Liability or Severability of Interest Clause.
- (c) The policy must cover complete Contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property MUST BE ELIMINATED from the basic policy endorsements.
- (f) An endorsement shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance affected by the District will be called upon to contribute to a loss under this coverage.
- (g) Cancellation, non-renewal or reduction in limits shall be sent to the District with at least 10 days prior written notice, by certified mail, return receipt requested.
- (h) Insurance is to be placed with California Admitted Insurers with an A.M. Best's Rating of no less than A:XI.

Vendors shall not commence work until such insurance has been approved by the District. The Vendor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. Such insurance shall remain in full force and effect at all times during the prosecution of The Work and until the final completion and acceptance thereof.

1.15 Disposal of Material Outside the Public Right of Way: The Vendor shall make his own arrangements for disposing of materials outside the public right of way, and he shall pay all costs involved.

1.16 Preservation of Property: Attention is directed to Section 1.08, "Responsibility for Damage." Due care shall be exercised to avoid injury to existing improvements or facilities, adjacent property and real or personal property that is not to be removed.

1.18 Assignment: The performance of The Work may not be assigned except upon the written consent of the Purchasing Director. Consent will not be given to any proposed assignment which would relieve the Vendor or its surety of their responsibilities under the order.

1.19 Time of Completion: The Vendor shall complete all or any designated portion of The Work in all parts and requirements within the time set forth in the order.

1.20 Care and Protection: The Vendor shall be entirely responsible for any damage to the District's or adjacent property due to hauling materials or other causes attributable to the conduct of his work, and all such damage will be repaired by the Vendor when and as directed by the District's representative, and as required to place the property in as good condition as before the commencement of The Work.

1.21 Nondiscriminatory Employment Practices: In the performance of this contract the contractor or subcontractor agrees as follows:

(1) AFFIRMATIVE ACTION - GENERAL

The Vendor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including, but not limited to, the transfer, promotion, demotion, suspension, layoff, or termination, rates of pay and other form of compensation, and the selection for training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

(2) The Vendor agrees to seek the inclusion in all union agreements, to which it is a party, clauses prohibiting discrimination based upon race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. To the maximum extent consistent with applicable labor agreements, the contractor or subcontractor will attempt to recruit applicants without regard to race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability.

1.25 Hazardous Material Requirements: The Vendor shall comply with all government laws, rules and regulations concerning the use of hazardous materials and the disposal of hazardous wastes at the job site, including but not limited to the following:

(1) The Vendor shall not bring hazardous materials onto the job site or deliver hazardous materials without providing the District, in advance, the Material Safety Data Sheets for each hazardous material introduced. Where applicable, materials must be labeled in accordance with Section 5194, Title 8, of the California Administrative Code. No hazardous material will be introduced onto the job site until the District gives written approval for each hazardous material.

(2) All hazardous material shall be stored and used in a safe manner and shall not be stored or used in any vehicular or pedestrian traffic lanes.

(3) Any hazardous products, waste or empty containers used or generated shall not be poured down any drain or sewer nor disposed of in any trash container or dumpster.

(4) The Vendor will be considered to be the hazardous waste generator and will be responsible for the legal transport and disposal of all hazardous waste. No containers or trash will be left in any building or on any job site.

(5) Violation of any of the above procedures shall be sufficient cause for the District to stop all work. Any expense incurred by the District caused by the work stoppage will be borne by the Vendor. These expenses will include all costs to return the job site and all other areas contaminated by the contractor to a hazard-free condition.

(6) The Vendor will be solely responsible for all the costs, including fines and penalties, for the investigation and cleanups of any suspected hazardous materials the contractor used, left on the job site, or dumped down a city drain or sewer, and any damage to property and/or injury to any person.

1.26 Recycled Materials: Vendors are encouraged to use recycled materials, reusable, environmentally sustainable green products, and products designed to be recycled. However, products must not compromise the performance or operational effectiveness of the product or material. Green products must not detrimentally affect the health and safety of the staff, students or all other employees of the District.