



RFP No. 3214  
Pest Control Services  
Due: 2:00 pm, March 19, 2019

February 2019

## INTRODUCTION

### **About Mt. San Antonio College (Mt. SAC) (College):**

Mt. San Antonio College is one of the largest community colleges in California. The campus sits on 420 rolling acres in Walnut, California, located on the eastern edge of the Greater Los Angeles Area. We proudly serve more than 50,000 students from all walks of life. Roughly, half of the students are seeking degrees and certificates, the other half are enjoying community programs, workforce development classes and other non-credit courses.

- Mt. SAC is a Top 10 California Transfer College
- 240+ degree and certificate programs to choose from
- 200+ professional development and community courses
- Bachelor's degrees Designed for Mt. SAC students
- State-of-the-art facilities, classrooms, and workshops
- Best technology and top-of-the-line equipment to help students learn
- More than 50 student clubs
- 22 athletic programs (with more than 60 state and national titles)
- 25+ free support programs to help students succeed in college

## Section 1: Purpose of the RFP

Mt. San Antonio College is seeking Contractors to bid on a three year contract with options to renew for two additional years for pest control services from qualified and experienced pest management businesses who are duly certified, registered and licensed in the State of California to render quality pest control services in order to provide a prevention, management strategies, and routine maintenance for a pest free environment.

## Section 2: Evaluation Criteria

### **Criteria to Evaluate Proposal**

- Price of Eligible Goods & Services to fit the college needs
- Company experience and background
- References from current or previous clients, with preference given to Community College Colleges, Colleges, Universities and K-12 Schools.
- Response time and location of Contractor's facility in proximity to the campus
- Certifications and Qualifications

## Selection Process

- The RFP must be submitted prior to **2:00 p.m., March 19, 2019.**
- The College will evaluate the responses from the RFP and establish a short list of the most qualified respondents for possible interviews. Responses that do not provide the information requested may be considered non-responsive and rejected.
- During the evaluation process, the College may request proposal clarifications, explanations and answers, best and final offers, interviews, and other information from a Contractor. The College, including its Board of Trustees, may request a Contractor to make a presentation and make itself available for an interview.
- Approval of the Pest Control Services Contractor by the Mt. San Antonio College Board of Trustees is anticipated to take place on June 26, 2019.

## Section 3: RFP Instructions and Schedule

### Submittal Requirements

- All submittals shall address the applicant's proposal in each of the areas outlined in both the Format for Submittals and the Scope of Services.
- **One (1) Original and three (3) copies of the proposal, plus one copy in PDF on a flash drive must be provided** with all materials submitted in in 8.5" x 11" format. Proposals shall not exceed twenty (20) pages in length, including sketches, drawings, photographs, or other graphic material.
- Electronic or facsimile offers and modifications will NOT be considered.
- Each proposal/offer must be an irrevocable offer, and remain open and valid for College acceptance anytime within 90 days after the bid opening dates.
- All prices and quotations shall be typewritten or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent to and shall be initialed in ink by the person signing the bid. Verify your bids before submission as they cannot be withdrawn, corrected, altered or signed after public opening. The Board of Trustees will not be responsible for errors or omissions on the part of the contractors in making up their bids. Bid on each item separately; prices must be stated in units specified hereon. Wherever practicable, prices quoted shall be net including all trade discounts. Bids shall remain open and valid and subject to acceptance any time within 90 days after the bid opening dates unless otherwise stipulated. The College may issue a purchase order for an individual item or combination of items whichever is to the best interest of the College; reject any or all bids or any part of a bid; or may waive any informality in a bid.

- Prices quoted shall not include **CALIFORNIA STATE SALES OR USE TAX**. Said tax will be added and paid by the College where applicable AND do not include **FEDERAL EXCISE TAX**. The College is not subject to it. An exemption certificate will be furnished upon request.
- Prices bid must be fixed prices for the first year of the contract. Contractor may adjust the Fee Proposal Rate on an annual basis for the following renewal term to reflect any increase in such costs. The Fee Proposal Rate Schedule may be adjusted to reflect increases in the LA/Riverside Consumer Price Index, or 3%, whichever is lower, and this change shall not be made more than once per year. **College must be notified of any rate changes at least 60 days prior to the new renewal term.**
- Proposals must be received by the date and time specified on the bid forms. Proposals delayed in the mail and not received by the time established by the College cannot be accepted. Any proposal received after the scheduled time of opening shall be returned unopened to the contractor.
- By submitting a proposal, each contractor agrees that the College, in determining the successful contractor and its eligibility for the award, may consider the contractor's experience and facilities, conduct and performance under other contracts, and financial performance of the work.
- **All responses to this RFP shall be submitted to:**

**Mt. San Antonio College  
Purchasing Department  
1100 N. Grand Avenue, Room 4-1385  
Walnut, CA 91789**

**Mark Envelope:**

**RFP #3214  
Request for Proposal  
Pest Control Services**

- The Contractor is responsible to ensure that its proposal is actually received by the College prior to the time and due date deadline and at the designated College location.
- Stop at the Parking Control Booth at the entrance on Grand Avenue and San Jose Hills Road to receive a guest parking pass and directions.
- In order to be considered for selection, **responses must be submitted no later than 2:00 p.m., March 19, 2019. Proposals delivered to the wrong location, or after the date and time stated in this request will be considered non-responsive.**

- The College reserves the right to accept a proposal and enter into an agreement as a result of the initial proposals received, or alternatively, it may elect to conduct negotiations with those Contractors as determined by the College, to be within an acceptable competitive range, or alternatively, to negotiate separately with any Contractor when it is determined to be in the best interest of the College. In addition, the College may request that Contractors provide a best and final offer. The College may negotiate any proposal or best and final offer at any time after the deadline for the submission of proposals.
- The College may request to meet with the Contractor's authorized representative to request answers and clarifications or it may request that the Contractor answer specific questions in writing, or to make a presentation to the College staff or to its Board of Trustees.
- The College may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.
- The College reserves the right to seek competitive redemption values for recycled materials outside of this contract when deemed to be in the best interest of the College.

#### **Schedule**

ADVERTISE PERIOD:	2/19/19 & 2/26/19
PRE-PROPOSAL MEETING to include <b>Mandatory site walk:</b>	3/5/19
REQUESTS FOR INFORMATION CUTOFF:	3/12/19
SUBMIT NO LATER THAN:	3/19/19
PROPOSAL SCREENING PERIOD:	3/20/19 – 3/29/19
COMMITTEE REVIEW MEETING:	4/9/19
INTERVIEWS, if any:	4/16/19
RECOMMENDATION FOR AWARD:	6/26/19
CONTRACT TO START:	7/1/2019

#### **Inquires**

- Questions and inquiries concerning this RFP should be submitted in writing to Rondell Schroeder, Procurement Specialist, at [rschroeder@mtsac.edu](mailto:rschroeder@mtsac.edu). **The deadline to submit a request for information or clarification is 4:30 pm,**

**March 12, 2019.** The College will advise all Contractors known to have received a copy of the RFP of the explanation or clarification, either by letter or formal RFP Addendum by electronic e-mail as the College may, at its sole discretion, deem appropriate.

- If a Contractor discovers any error such as an ambiguity, conflict, discrepancy, omission, or other error in the RFP, then the Contractor shall immediately notify the College in writing.

### **Job Walk**

- The College will conduct a **mandatory** Job Walk at the time and place designated in the Call for Proposals schedule. The College may, in its sole and exclusive discretion, elect to conduct one or more Job Walks in addition to that set forth in the Call for Proposals, in which event the College shall notify all Contractors who have obtained the Contract Documents pursuant to the Call for Proposals of any such additional Job Walk. If the College elects to conduct any Job Walk in addition to that set forth in the Call for Proposals, the College shall, in its notice of any such additional Job Walks, indicate whether Contractors' attendance at such additional Job-Walks is/are mandatory; in the event that any such additional Job-Walks is/are designated as being mandatory.

### **Format for Submittals**

A Contractor shall submit its proposal with each page clearly numbered on the bottom. Each section, 1 - 6 listed below, shall be **tabbed**. The proposal must contain a wet signature by a person authorized to bind the Contractor.

Responses to this RFP must adhere to the submittal format described below with the information as identified in the following table. The cover letter is to be signed by an authorized representative of your organization.

Your RFP response should be clearly indexed and organized. All sections, pages, figures, and tables must be numbered and clearly labeled. Focus should be on accuracy of content, clarity, and conciseness.

The content and sequence of each proposal must comply with the following tabbed Sections, including and identifying the following:

- Tab 1. Cover Letter:** The Cover Letter shall include a brief general statement of interest, availability, environmentally friendly initiatives, and intent to perform services, qualifications for selection, and signature of an authorized officer of the Contractor who has legal authority in such matters;
- Tab 2. Table of Contents:** The Table of Contents shall identify the contents of the proposal in a format consistent with the RFP requirements stated herein;
- Tab 3. Statement of the Contractor.**
- List firm's experience and the number of years providing pest control services. Focus on services provided to community colleges, universities, and K-12 schools districts.
  - Have you ever operated a pest control service under a different name? If yes, give name and details.
  - Have you been in litigation relating to your performance on a contract during the past 5 years? If yes, explain, and provide case name and number.
  - Has any of your contracts to provide pest control services been terminated by the owner within the last 5 years? If so, give owner and details.
  - Do you now or have you ever had any direct or indirect business, financial, or other connection with any official, employee or consultant of the College or the Associated Student Body? If so, please elaborate.
  - Describe pest control methods
- Tab 4. Client References:** Contractor shall list at least three (3) references in California whom you have provided similar service (Attachment A). Submittal of reference list is required even if your firm is a current Contractor of the College. Provide business name, contact, phone number, email address, and brief description of scope of services provided. Preference will be given to references from California community colleges, universities and/or K-12 school Colleges.
- Tab 5. Authorized Statement Documents:** All respondents **must include** a fully executed copy of an authorized officer of the organization on the attached "Non-Collusion Declaration" (Attachment C) and "Acknowledgement Statement" (Attachment D). Submittals that do not comply with proposal requirements as described above may be deemed non-responsive.

**Tab 6. Fee Proposal:** Contractor **must** use the attached “Fee Proposal Form” (Attachment B). Fee proposals submitted in any other form may be deemed non-responsive.

## Section 4: Scope of Work

The Successful Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish all aspects of this contract, including the surveillance, monitoring, trapping, pesticide application and pest removal components. Basic services are to include:

1. A detailed inspection report for each location site serviced twice a week. The Contractor is required to provide a centralized binder, kept at Facilities, building 47 with all applicable chemicals and safety data sheets which may be used during the pest control process. The binder will include the following information:
  - a. A copy of the IPM plan and/or service schedule for each building
  - b. A copy of each license, certification, or proof of insurance required.
  - c. A list of pesticides used and Safety Data Sheets (SDS).
  - d. A pest sighting log where new work orders are updated
  - e. The location of all traps and bait stations on the premises, preferably in map format.
  - f. Copies of all service report forms for the facility
2. A walk-through inspection of kitchens, work rooms, mechanical rooms, electrical rooms, dining areas, classrooms, corridors, hallways, office areas, recreation rooms, storage rooms, restrooms, boiler rooms, and building exteriors once a month or as directed by Facilities Department.
3. Based on the weekly inspection results, apply necessary pest control means by placing bait stations, sticky traps, and recommendations for necessary exclusion modifications or facility alterations/repairs.
4. Qualified and licensed personnel, with knowledge of our campus, will do all inspections, treatments, and monitoring.
5. Should monitoring and inspection reveal a need to apply a pesticide, a “Notice of Intent for Pesticide Application” will be submitted to the Facilities Department. This notice will indicate the specific area to be treated, pest(s) to be controlled.
6. Should College personnel identify a problem prior to 12pm during the College weekly inspections, contractor shall provide personnel to conduct an emergency visit (before the end of business day) to inspect and advise the college of the problem.
7. Should it be necessary to apply products for pest control at our Child Development Center (CDC), all the guidelines of the Health Schools Act must be followed and the CDC Director MUST approve all applications prior to the time of treatment.



8. Dead Animal / Carcass removal – Contractor will investigate, remove and dispose of any dead animal carcass, including but not limited to: in, under or around buildings, attics, sheds, storage containers, etc. as requested within 4 hours of initial notification.
9. Visits for prevention of rodent and pest infestations to occur two times per week.
10. Upon request, summarized findings of site inspections and treatments in written communication, preferably by electronic mail, to the Manager of Maintenance.
11. Insecticides, rodenticides, avicides, and pesticides
12. Up to two power spray treatments per building for crawling insects annually.
13. On-call for emergency or follow-up visits for correction of rodent and pest problems
14. Glue boards
15. Fly lights
16. Completed work order for each Sodexo Kitchen area must have Sodexo's general manager's signature.
17. Site Visits must be completed between the hours of 4:00 AM to 7:00 AM on Tuesday and Thursday each week up to 36 hours monthly.

The pests may include but are not limited to: Cockroaches, Ants, Rats, Mice, Fleas, Flies, Moths, Raccoons, Skunks, Possums, Squirrels, Gophers, Moles, Bees, and Snakes.

### **Personnel**

All Contractor's personnel shall be dressed in clean and standardized uniforms. All Contractor's personnel shall wear an identification badge at all times as furnished/issued by the Contractor.

Contractor's employee shall carry a visible form of identification at all times while on College grounds (I.D. badge and shirt with company logo). And must wear personal protective equipment required by regulation.

### **Trucks/Vehicles**

It is clearly understood and agreed that the Contractor shall be held liable for any damage caused by the Contractor's drivers to property owned by the College, and further agrees to notify the Facilities Planning and Management Department in writing no later than 24-hours upon the incident occurring.

Any vehicle that develops a leak while on College premises shall not enter College property until repaired. The Contractor is responsible for having all oil residue and stains which result from leaking vehicles removed from the College property immediately and the affected area made safe, without cost to the College.

Contractor's representatives driving a vehicle on College grounds shall use extreme caution at all times.

Each driver employed by the Contractor shall have in his possession while driving on the College property, a valid Class California Driver's license.

### **New Locations**

If at any time during the contract period the College requires additional services at an existing location or requires services to begin at a new location not listed herein, the Contractor shall furnish the required services upon written notice by the College. Costs of such additional or new services shall be at the rates set forth in the contract. The College reserves the right to decrease the number of locations to be serviced upon notification.

### **Exclusions**

The Successful Contractor is required to carry out minor structural pest prevention modifications of services with prior written approval from the Manager of Maintenance.

### **Emergency Services**

Emergency services will be requested verbally or in writing by the Manager of Maintenance, when the health and safety of the students and employees may be imminently threatened by any pest. The Contractor shall respond to these exceptional circumstances and initiate the necessary work within one (1) working day after receipt of the request. In the event services cannot be completed within one (1) working day, the Contractor shall immediately notify the Manager of Maintenance, and specify anticipated completion date and time.

### **Use of Pesticides**

Contractor shall be responsible for the application of pesticides according to all label restrictions and instructions. All pesticides used by the Contractor must be registered with the State of California Environmental Protection Agency Department of Pesticide Regulation. Transport, handling, storage, use and disposal of all pesticides shall be in strict accordance with the pesticide product label and all applicable, state, county and City of Walnut laws and regulations.

### **Rodent Management**

- a) **Indoor Trapping and Management** - Rodent management inside occupied buildings shall be accomplished with trapping devices only. The Contractor shall be responsible for checking and disposing of all trapped rodents in accordance with all applicable local, state, and federal requirements with each weekly visit.
- b) **Use of Bait Boxes** - Servicing of bait boxes shall depend upon the level of rodent infestation and the needs of the College. All bait boxes shall be maintained in accordance with EPA regulations. The Contractor shall adhere to the following five points:
  - 1. All bait boxes shall be placed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations.

2. The lids of all bait boxes shall be securely locked or fastened shut.
3. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface so that the box cannot be picked up or moved.
4. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
5. All bait boxes shall be labeled on the outside with Contractor's business name, phone number, date, bait material, bait EPA registration number, and the statement "DO NOT TAMPER WITH THIS PEST MANAGEMENT DEVICE," at the time of installation. The labels shall be checked for readability at each servicing, and the date of the most recent servicing shall be written onto the label.

### **Insect Management**

- a) **Emphasis on Non-Pesticide Methods** - Contractor shall use non-pesticide methods of pest management wherever possible. Examples: Portable vacuums, rather than pesticide sprays, shall be used for initial clean-outs of cockroach infestations, for swarming insects (ants, termites, and others) and for the management of spiders in webs whenever appropriate.

Trapping devices, rather than pesticide sprays, shall be used for fly management wherever appropriate.

Other non-pesticide methods, as needed.

- b) **Application of Insecticides** - Insecticide bait formulations shall be used to manage cockroaches, ants, and other insects, bait formulations shall be used whenever possible.
- c) **Cracks and Crevice Treatments** - When bait formulations are not effective, the Contractor shall, as a general rule, apply all insecticides as crack and crevice treatments, defined in this agreement as treatments in which the formulated insecticide is not visible to a bystander during or after the application process. After all crack and crevice treatments, the Contractor will seal cracks and crevices with caulk or other products approved by Manager of Maintenance. This will be considered part of routine pest management.
- d) **Monitoring** - Visual identification, sticky traps or other devices shall be used to guide and evaluate indoor insect management efforts.

### **Permits/Licenses**

Permits and licenses necessary for execution of work shall be secured and paid for by Contractor. The Contractor will secure and pay for all necessary licenses fees, permits, taxes, and fees which are legally required by city, county, state and federal governments or agencies for the performance of said services. Specifically, the Contractor shall observe and comply with the Department of Health Services, CAL/OSHA, South Coast Air Quality Management District,

California Department of Pesticide Regulation, State and Federal Environmental Regulations, Fire Codes and other applicable laws, ordinances and regulations. The Contractor shall provide copies of all permits, licenses, and certificates to the College. Licenses and certification must be maintained throughout this agreement.

Successful Contractor shall have a Structural Pest Control Operators License, pursuant to State of California, Business and Professions Code, Section 8610. The license must be maintained throughout the term of this agreement.

### **Safety and SDS**

The greatest care shall be exercised in guarding the safety of the college and its students and staff. In conformance with SB198, Contractor shall have a documented Accident, Illness and Prevention Program. Additionally, the Contractor's Safety and Health Program shall reference Federal OSHA standards and any other rules, regulations or standards applicable to its activities in the state. The contractor is responsible for executing all pest control activities in strict conformance with this program. Please include one copy of the above referenced program with your bid.

Contractor shall be responsible for maintaining pest management records for all activities specified in this request for proposal. Records shall include labels and SDS for all pesticide products and other chemicals used in buildings, brand names and description of all pest management devices and equipment used in buildings within the service schedules.

Also, successful Contractor shall keep any records required by law. Copies of all records required by shall be provided to Manager of Maintenance, upon request.

### **Log Book**

The Contractor shall be responsible for maintaining a complete and accurate Pest Management Log Book at College. The Log Book shall be updated at each visit by the Contractor. The log book contains requests for service from the campus community including the location, requestor, and brief description of pest issue.

### **The Healthy School Act**

The Contractor will coordinate with the Manager of Maintenance, notifications, posting, and recordkeeping for pesticides used on College Facilities. Please visit the following website:

<http://www.cdpr.ca.gov/docs/pestmgt/schoolipm.htm>

Per the State of California, Health and Safety Code 114254 – 114254.3, only those insecticides, rodenticides, and other pesticides that are necessary and specifically approved for use in a food facility may be used. The use shall be in accordance with the manufacturer's instructions. A master copy of the labels and material safety data sheets on all materials is to be provided to the Director, Child Development Center. A program binder for each Sodexo Food Service sites, is to be kept current and include SDS and labels, contact information, and records indicating the monitoring of the site.

## **Performance**

If in the opinion of the College, the Contractor fails to perform satisfactorily or fails to furnish safe and satisfactory services, or otherwise fails to comply with the terms of this contract, the College may without further notice or demand, make arrangements for the work, or any part thereof, performed elsewhere, hold the Contractor responsible and liable for damage(s) which may be sustained by the College thereby or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract.

## **Section 5: General Terms**

### **Cost of Preparing Proposals and Oral Presentations**

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the Contractor. Reimbursement will not be provided for these costs.

### **Preparation of Offers**

Contractor is expected to follow all specifications, terms, conditions, and instructions in this Request for Proposal.

### **Deviations from the Request for Proposal**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations must be specifically defined in the proposal response and accepted in writing by the College to become effective.

### **Amendments**

Contractors are advised that the College reserves the right to amend this RFP at any time. Amendments will be done formally by providing written Addenda to all potential Contractors known to have received a copy of the RFP. If, in the sole and absolute discretion of the College, the change is of such nature that additional time is required for Contractors to prepare proposals, the College will change the due date deadline and notify all known Contractors in writing of the revised due date.

Contractors must acknowledge receipt of any and all RFP addenda. This shall be done by any one of the following means:

- a. In the cover letter or proposal.
- b. By signing and returning a copy of the addendum by letter, fax or email, but NOT by telephone.

Any addenda or instructions issued by the College prior to the time for receiving proposals will become a part of this RFP. No changes to this RFP or responses to Contractor questions by the College will be binding unless documented in writing by the College in a duly issued addendum.

### **Proposal Scoring & Selection**

The evaluation of the College Pest Control Services will be a three-stage process.

1. The first stage will be based on analysis principally focusing on specific experience and qualification and cost for the services. Proposals will be scored as a means of assisting the selection committee in assessing which Contractor(s) fully meet the requirements of this RFP.
2. The second stage may include an interview of the contractor's full understanding of, and responsiveness to, this Bid and their specific experience and approach.
3. The third and final stage is successful contract negotiations.

Prior to presenting a recommendation to the Board of Trustees, College staff will engage in contract negotiations with selected Contractor. If negotiations with the first bidder selected is unsuccessful, negotiations will commence with the second bidder and so on until an agreement has been successfully negotiated or Mt. San Antonio College rejects all proposals.

### **Award at Sole Discretion of the College and is contingent upon funding**

By issuing this request for proposals, the College does not commit itself to award a contract, or to otherwise pay for information solicited. The College reserves the right to accept the proposal it deems to be in its best interest or to reject all proposals.

### **College's Right to Negotiate**

The College reserves the right to negotiate with each Contractor submitting a proposal on any aspect of the products and services which this document stipulates or implies and/or which the Contractor provides, in connection with the specifications. Respondents are cautioned, however, to submit proposals initially on a most favorable basis, since an award decision may be made without any award negotiation, based on best meeting the evaluation criteria.

The College reserves the right to negotiate with any Contractor at any time in its sole discretion. In the event that information or pricing submitted by a Contractor is unclear to the College, the College may request additional information and/or pricing breakdowns from that Contractor. The Contractor must answer, in writing, such requests for additional information and/or clarification; these responses will become part of the Contractor's proposal.

Respondents failing to provide adequate information on any issue in a timely manner necessary to allow a comprehensive evaluation by the College will be considered unresponsive and their proposals may be subject to rejection at the College's sole discretion.

### **Debriefing**

Mt. SAC will not provide debriefing to RFP applicants who were not selected for recommendation of award to the Board of Trustees. This practice helps maintain the confidentiality of the selection process. The College appreciates your honoring this practice and looks forward to future opportunities for doing business with your Firm.

### **Termination**

College may terminate this Contract upon ten (10) days' notice without cause and Contractor shall be entitled to compensation for work adequately performed up to the date of termination based on College's satisfactory acceptance. College may terminate immediately upon default and may withhold from payments due on this contract the amount necessary to complete the work as scheduled.

### **Insurance**

Contractor shall procure and maintain from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A: VIII by A.M. Best and Company the following insurance:

- Commercial general liability equivalent in scope to ISO form CG 00 01 10 93 in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. Such coverage shall include but shall not be limited to broad form contractual liability, cross liability protection, sudden and accidental pollution and cleanup liability, and products and completed operations liability. DISTRICT, its officials, employees, and agents shall be named as additional insureds by endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85, and this insurance shall contain no special limitations on the scope of protection afforded to DISTRICT, its officials, employees, and agents and shall be primary and not contributing to any other insurance or self-insurance maintained by DISTRICT, its officials, employees, and agents.
- Contractor's Pollution Liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per claim. Such insurance shall include but shall not be limited to cross liability protection and any coverage required to meet all state and Federal requirements relating to the removal, transfer, use or other activity involving hazardous or contaminated materials. DISTRICT, its officials, employees, and agents shall be named as additional



insureds by endorsement, and this insurance shall contain no special limitations on the scope of protection afforded to DISTRICT, its officials, employees, and agents and shall be primary and not contributing to any other insurance or self-insurance maintained by DISTRICT, its officials, employees, and agents and shall contain cross liability protection.

- Commercial automobile liability equivalent in scope to ISO form CA 00 01 06 92 covering Auto Symbol 1 (Any Auto), in an amount not less than Two Million Dollars (\$2,000,000) combined single limit. Such coverage shall include but shall not be limited to sudden and accidental pollution and cleanup liability and any coverage or limits required to meet all state and Federal requirements relating to the transfer of hazardous or contaminated materials in excess of the requirements herein. DISTRICT, its officials, employees and agents shall be named as additional insureds by endorsement, and this insurance shall contain no special limitations on the scope of protection afforded to DISTRICT, its officials, employees, and agents.
- Workers' compensation as required by the Labor Code of the State of California and employer's liability insurance in an amount not less than One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against DISTRICT, its officials, employees, and agents.
- Any self-insurance program or self-insurance retention must be approved separately in writing by DISTRICT and shall protect **DISTRICT, and its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after twenty (20) days prior written notice to DISTRICT, and shall be primary and not contributing to any other insurance or self-insurance maintained by DISTRICT.

### **Warranty**

Contractor shall diligently and carefully perform all work required hereunder in a good and workmanlike manner according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession, and shall furnish all labor, supervision, materials, equipment, and supplies necessary.

### **Force Majeure**

Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official, governmental and judicial action not the fault of the party failing or delaying in performance.



### **Attorney's Fees**

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

### **Indemnification – General**

Each party hereto shall be solely responsible for, and shall indemnify and hold the other party free and harmless from, any and all claims, damages, costs or lawsuits (including reasonable attorneys' fees), relating to bodily injury or tangible property damage arising out of the intentional or negligent act or omission of such Party or its employees, agents or contractors.

### **Governing Law**

The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California.

### **Jurisdiction**

The state courts within Los Angeles County, California, and respective federal courts, shall have exclusive jurisdiction to adjudicate any dispute arising out of the Agreement. Each Party expressly consents to the personal jurisdiction of, and venue in, such courts.

## **Specific Inclusions**

- Attachment A – References
- Attachment B – Fee Proposal Form
- Attachment C – Non-Collusion Declaration
- Attachment D – Acknowledgement Statement
- Attachment E – Sample Agreement

**ATTACHMENT A – REFERENCES**

<u><b>REFERENCES</b></u>	
Vendor shall provide a minimum of three (3) Customer References.	
Preference will be given to references from Community College Districts, Colleges, Universities and/or K-12 School Districts.	
<b>REFERENCE #1</b>	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE #	(    )
CONTACT	
E-MAIL ADDRESS	
PROJECT NAME	
SCOPE OF SERVICE	
COMPLETION DATE	
APPROX. COST	

REFERENCE #2	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE #	(     )
CONTACT	
E-MAIL ADDRESS	
PROJECT NAME	
SCOPE OF SERVICE	
COMPLETION DATE	
APPROX. COST	

REFERENCE #3	
NAME OF FIRM	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE #	(     )
CONTACT	
E-MAIL ADDRESS	
PROJECT NAME	
SCOPE OF SERVICE	
COMPLETION DATE	
APPROX. COST	

**ATTACHMENT B**  
**FEE PROPOSAL FORM**  
**PEST CONTROL SERVICES**  
**(RFP #3214)**

**COST**

Basic monthly service \$ \_\_\_\_\_

To include:

Interior & Exterior Rodent Management Program listed in the score of work.

**As Needed services:**

Trouble call for pest & rodent control and rush service \$ \_\_\_\_\_

Rodent control baiting stations \$ \_\_\_\_\_

Ant control \$ \_\_\_\_\_

Stinging insect control \$ \_\_\_\_\_

Bird trapping and netting \$ \_\_\_\_\_

Animal Trapping \$ \_\_\_\_\_

**ATTACHMENT C**  
**NON-COLLUSION DECLARATION**

**STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

**RFP No 3214 – Pest Control Services**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_,  
Title Company

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

The bid is genuine and not collusive or a sham.

The bidder has 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 other bidder or anyone else to put in sham bid, or to refrain from bidding.

The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

All statements contained in the bid and related documents are true.

The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_,

at \_\_\_\_\_, \_\_\_\_\_,  
City State

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Name Printed or Typed

\_\_\_\_\_  
(City, County and State)

(\_\_\_\_\_) \_\_\_\_\_  
(Area Code and Telephone Number)

**Attachment D**  
**Acknowledgement Statement**  
**Pest Control Services**  
**RFP #3214**

Sealed Proposals: All proposal sheets and this original acknowledgement form must be executed and submitted under sealed cover. The face of the cover must contain, in addition to the address, the date and time of the proposal opening and the proposal number. All proposals are subject to the conditions stated within the RFP. Proposal must contain a manual signature of authorized representative in the space provided below. **Proposals must be typed or printed in ink.** Use of erasable ink is not permitted. All corrections made to the attached proposal must be initialed. The company name must appear on each page of the proposal. Each page of the proposal must be sequentially numbered. Proposals not presenting fee proposals as described in section "Format for Submittals", will be considered non-responsive. One (1) Original and five (5) copies of the proposal, plus one copy in PDF on a flash drive or CD must be provided.

I certify by my signature below that, I have been given Mt. San Antonio Community College District's RFP #3214, including specifications and materials that summarize the terms and conditions of the Pest Control Services Proposal and will submit said RFP prior to **2:00 p.m., March 19, 2019.**

Firm Name: \_\_\_\_\_

Firm's Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Signature

Acknowledgement Statement must be completed and submitted along with the RFP otherwise bidders submission will be considered non-responsive.

## Attachment E

# **SAMPLE SERVICE AGREEMENT FOR Pest Control Services**

THIS CONTRACT made and entered into on \_\_\_\_\_, by and between - \_\_\_\_\_ a California corporation, hereinafter called the "CONTRACTOR" and **Mt. San Antonio Community College District**, a California Community College District, hereinafter called the "DISTRICT".

WITNESSETH, the parties do hereby contract and agree as follows:

### **1. SCOPE OF SERVICES**

CONTRACTOR agrees to furnish the DISTRICT with Pest Control Services in accordance with the Scope of Work as outlined in "**Exhibit A**".

### **2. TERM**

The initial contract will be for three-year (3) year period commencing **July 1, 2019** with the option to renew for up to two additional one (1) year periods, not to exceed a total of five (5) years.

### **3. PRICE**

- 3.1 The cost for the basic services shall be provided per CONTRACTOR'S Rate Schedule as shown in "**Exhibit B**".
- 3.2 CONTRACTOR shall be liable for all taxes, fees or other charges imposed by federal, state, or local laws and regulations.
- 3.3 Payment Schedule: CONTRACTOR shall submit invoices on a monthly basis, and DISTRICT shall pay CONTRACTOR within thirty (30) days after receipt of an approved invoice.
- 3.4 Disputes: DISTRICT shall timely pay all undisputed amounts due CONTRACTOR. DISTRICT shall notify CONTRACTOR of its dispute of any portion of the invoice, and shall, at its sole discretion, withhold payment for such disputed portion until the issue is resolved to the satisfaction of the parties. CONTRACTOR shall continue with the responsibilities under this Agreement during any dispute.

### **4. CONTRACTOR'S EQUIPMENT**

Contractor shall provide adequate equipment for proper pest control. Contractor shall provide the services called for in such a manner and method as to conform to all regulatory requirements regarding the proper treatment of the campus in accordance with the, any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the



California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

## **5. PERFORMANCE**

Contractor shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to the District's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Agreement. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of the District required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

## **6. INSPECTION**

Periodic inspection shall be performed by the Director of Facilities for the DISTRICT, or his/her authorized representative.

## **7. INSURANCE AND INDEMNIFICATION**

**7.1 INSURANCE.** As a condition precedent to the effectiveness of this CONTRACT, CONTRACTOR shall procure and maintain at CONTRACTOR's expense for the duration of this CONTRACT from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

7.1.1. Commercial general liability equivalent in scope to ISO form CG 00 01 10 93 in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. Such coverage shall include but shall not be limited to broad form contractual liability, cross liability protection, sudden and accidental pollution and cleanup liability, and products and completed operations liability. DISTRICT, its officials, employees, and agents shall be named as additional insureds by endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85, and this insurance shall contain no special limitations on the scope of protection afforded to DISTRICT, its officials, employees, and agents and shall be primary and not contributing to any other insurance or self-insurance maintained by DISTRICT, its officials, employees, and agents.

7.1.2. Contractor's Pollution Liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per claim. Such insurance shall include but shall not be limited to cross liability protection and any coverage required to meet all state and Federal requirements relating to the removal, transfer, use or other activity involving hazardous or contaminated materials. DISTRICT, its officials, employees, and agents shall be named as additional insureds by endorsement, and this insurance shall contain no special limitations on the scope of protection afforded to DISTRICT, its officials,

employees, and agents and shall be primary and not contributing to any other insurance or self-insurance maintained by DISTRICT, its officials, employees, and agents and shall contain cross liability protection.

- 7.1.3. Commercial automobile liability equivalent in scope to ISO form CA 00 01 06 92 covering Auto Symbol 1 (Any Auto), in an amount not less than Two Million Dollars (\$2,000,000) combined single limit. Such coverage shall include but shall not be limited to sudden and accidental pollution and cleanup liability and any coverage or limits required to meet all state and Federal requirements relating to the transfer of hazardous or contaminated materials in excess of the requirements herein. DISTRICT, its officials, employees and agents shall be named as additional insureds by endorsement, and this insurance shall contain no special limitations on the scope of protection afforded to DISTRICT, its officials, employees, and agents.
- 7.1.4. Workers' compensation as required by the Labor Code of the State of California and employer's liability insurance in an amount not less than One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against DISTRICT, its officials, employees, and agents.
- 7.1.5 Any self-insurance program or self-insurance retention must be approved separately in writing by DISTRICT and shall protect **DISTRICT, and its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after twenty (20) days prior written notice to DISTRICT, and shall be primary and not contributing to any other insurance or self-insurance maintained by DISTRICT.
- 7.1.6. *Any subcontractors which CONTRACTOR may use in the performance of this CONTRACT shall be required to indemnify the DISTRICT to the same extent as the CONTRACTOR and to maintain insurance in compliance with the provisions of this section.*
- 7.1.7 CONTRACTOR shall deliver to DISTRICT certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless DISTRICT Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less three years after the contract's expiration or equivalent. Such insurance as required herein shall not be deemed to limit CONTRACTOR's liability relating to performance under this CONTRACT. DISTRICT reserves the right to require complete copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of DISTRICT Risk Manager. The procuring of insurance shall not be construed as a limitation

on liability or as full performance of the indemnification provisions of this CONTRACT.

**8. HAZARDOUS SUBSTANCES.** CONTRACTOR agrees that it will comply with all laws, including Federal, State, or local, existing during the term of this CONTRACT, pertaining to the use, storage, transportation and disposal of any hazardous substance as that term is defined in such applicable laws. In the event DISTRICT or any other DISTRICT officials, employees, agents or successors should incur any liability, cost or expense, including attorneys' fees and costs, as a result of CONTRACTOR's use, storage, transportation or disposal of any hazardous substance, including any petroleum derivative, CONTRACTOR shall indemnify, defend and hold harmless any of these entities or individuals against such liability. Where CONTRACTOR is found to be in breach of this provision due, for example, to the issuance of a government order directing CONTRACTOR to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by CONTRACTOR or any person acting under CONTRACTOR's direction, control and authority,. CONTRACTOR shall be responsible for all costs and expenses of complying with such order including any and all expenses imposed on or incurred by DISTRICT in connection with or in response to such government order.

## **9. TERMINATION**

9.1 DISTRICT may terminate this Agreement for cause upon thirty (30) days written notice to CONTRACTOR should CONTRACTOR fail to perform any of the requirements of this Agreement at the time and in the manner herein provided.

9.2 DISTRICT may terminate this Agreement for convenience upon ninety (90) days written notice to the CONTRACTOR.

9.3 In the event of termination for cause, DISTRICT shall pay CONTRACTOR for all work actually performed by CONTRACTOR prior to the date of termination.

## **10. MISCELLANEOUS**

10.1 Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

10.2 Capacity. In furnishing services under this Agreement, neither CONTRACTOR nor DISTRICT shall be construed to be the agent, employee, or representative of the other, except as specified in this Agreement. In furnishing services under this Agreement, none of the employees or representatives of CONTRACTOR is an employee or agent of DISTRICT.

10.3 Non-Discrimination. CONTRACTOR agrees that it will not discriminate in the selection of any employee because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition.

10.4 Guarantee. CONTRACTOR guarantees all labor and equipment used in the performance of this Agreement.

10.5 Notices. Any notice relevant to this Agreement shall be addressed to the signatories listed below, and shall be served one on another only if delivered by personal delivery, by postage prepaid First Class Certified Return Receipt Requested United States Mail, by special courier or facsimile that provides confirmation of receipt.

10.6 Assignment. This Agreement is not assignable by CONTRACTOR, either in whole or in part, without the written consent of DISTRICT.

IN WITNESS WHEREOF, this Agreement has been duly executed by CONTRACTOR and DISTRICT as of the date set forth above.

DISTRICT

Mt. San Antonio Community College District  
1100 North Grand Avenue  
Walnut, CA 91789  
(909) 594-5611; fax (909) 468-4025

By: \_\_\_\_\_

Michael D. Gregoryk  
Vice President, Administrative Services

CONTRACTOR

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

(Corporate Seal)

## **Exhibit A**

The Successful Bidder shall furnish all supervision, labor, materials, and equipment necessary to accomplish all aspects of this contract, including the surveillance, monitoring, trapping, pesticide application and pest removal components. Basic services are to include:

1. A detailed inspection report for each location site serviced twice a week. The Bidder is required to provide a centralized binder, kept at Facilities, building 47 with all applicable chemicals and safety data sheets which may be used during the pest control process. The binder will include the following information:
  - a. A copy of the IPM plan and/or service schedule for each building
  - b. A copy of each license, certification, or proof of insurance required.
  - c. A list of pesticides used and Material Safety Data Sheets (MSDS).
  - d. A pest sighting log where new work orders are updated
  - e. The location of all traps and bait stations on the premises, preferably in map format.
  - f. Copies of all service report forms for the facility
2. A walk-through inspection of kitchens, work rooms, mechanical rooms, electrical rooms, dining areas, classrooms, corridors, hallways, office areas, recreation rooms, storage rooms, restrooms, boiler rooms, and building exteriors once a month or as directed by Facilities Department.
3. Based on the weekly inspection results, apply necessary pest control means by placing bait stations, sticky traps, and recommendations for necessary exclusion modifications or facility alterations/repairs.
4. Qualified and licensed personnel, with knowledge of our campus, will do all inspections, treatments, and monitoring.
5. Should monitoring and inspection reveal a need to apply a pesticide, a "Notice of Intent for Pesticide Application" will be submitted to the Facilities Department. This notice will indicate the specific area to be treated, pest(s) to be controlled.
6. Should College personnel identify a problem prior to 12pm during the College weekly inspections, contractor shall provide personnel to conduct an emergency visit (before the end of business day) to inspect and advise the college of the problem.
7. Should it be necessary to apply products for pest control at our Child Development Center (CDC), all the guidelines of the Health Schools Act must be followed and the CDC Director MUST approve all applications prior to the time of treatment.

8. Dead Animal / Carcass removal – Contractor will investigate, remove and dispose of any dead animal carcass, including but not limited to: in, under or around buildings, attics, sheds, storage containers, etc. as requested within 4 hours of initial notification.
9. Visits for prevention of rodent and pest infestations to occur two times per week.
10. Upon request, summarized findings of site inspections and treatments in written communication, preferably by electronic mail, to the Manager of Maintenance.
11. Insecticides, rodenticides, and pesticides
12. Up to two power spray treatments per building for crawling insects annually.
13. On-call for emergency or follow-up visits for correction of rodent and pest problems
14. Glue boards
15. Fly lights
16. Completed work order for each Sodexo Kitchen area must have Sodexo's general manager's signature.
17. Site Visits must be completed between the hours of 4:00 AM to 7:00 AM on Tuesday and Thursday each week up to 36 hours monthly.

The pests may include but are not limited to: Cockroaches, Ants, Rats, Mice, Fleas, Flies, Moths, Raccoons, Skunks, Possums, Squirrels, Gophers, Moles, Bees.

### **Personnel**

All Contractor's personnel shall be dressed in clean and standardized uniforms. All Contractor's personnel shall wear an identification badge at all times as furnished/issued by the Contractor.

Bidder's employee shall carry a visible form of identification at all times while on College grounds (I.D. badge and shirt with company logo). And must wear personal protective equipment required by regulation.

### **Trucks/Vehicles**

It is clearly understood and agreed that the Bidder shall be held liable for any damage caused by the Bidder's drivers to property owned by the College, and further agrees to notify Facilities in writing no later than 24-hours upon the incident occurring.

Any vehicle that develops a leak while on College premises shall not enter College property until repaired. The Contractor is responsible for having all oil residue and stains which result from leaking vehicles removed from the College property immediately and the affected area made safe, without cost to the College.

Contractor's representatives driving a vehicle on College grounds shall use extreme caution at all times.

Each driver employed by the Bidder shall have in his possession while driving on the College property, a valid Class California Driver's license.

## **New Locations**

If at any time during the contract period the College requires additional services at an existing location or requires services to begin at a new location not listed herein, the Bidder shall furnish the required services upon written notice by the College. Costs of such additional or new services shall be at the rates set forth in the contract. The College reserves the right to decrease the number of locations to be serviced upon notification.

## **Exclusions**

The Successful Bidder is required to carry out minor structural pest prevention modifications of services with prior written approval from the Manager of Maintenance.

## **Emergency Services**

Emergency services will be requested verbally or in writing by the Manager of Maintenance, when the health and safety of the students and employees may be imminently threatened by any pest. The Bidder shall respond to these exceptional circumstances and initiate the necessary work within one (1) working day after receipt of the request. In the event services cannot be completed in one (1) working day, the Bidder shall immediately notify the Manager of Maintenance, and specify anticipated completion date and time.

## **Use of Pesticides**

Bidder shall be responsible for the application of pesticides according to all label restrictions and instructions. All pesticides used by the Bidder must be registered with the State of California Environmental Protection Agency Department of Pesticide Regulation. Transport, handling, storage, use and disposal of all pesticides shall be in strict accordance with the pesticide product label and all applicable, state, county and City of Glendale laws and regulations.

## **Rodent Management**

- a) **Indoor Trapping and Management** - Rodent management inside occupied buildings shall be accomplished with trapping devices only. The Bidder shall be responsible for checking and disposing of all trapped rodents in accordance with all applicable local, state, and federal requirements with each weekly visit.
- b) **Use of Bait Boxes** - Servicing of bait boxes shall depend upon the level of rodent infestation and the needs of the College. All bait boxes shall be maintained in accordance with EPA regulations. The Bidder shall adhere to the following five points:
  - 1. All bait boxes shall be placed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations.
  - 2. The lids of all bait boxes shall be securely locked or fastened shut.
  - 3. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface so that the box cannot be picked up or moved.
  - 4. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
  - 5. All bait boxes shall be labeled on the outside with Bidder's business name, phone number, date, bait material, bait EPA registration number, and the statement "DO NOT TAMPER WITH THIS PEST MANAGEMENT DEVICE," at the time of installation. The labels shall be

checked for readability at each servicing, and the date of the most recent servicing shall be written onto the label.

## **Insect Management**

- a) **Emphasis on Non-Pesticide Methods** - Bidder shall use non-pesticide methods of pest management wherever possible. Examples: Portable vacuums, rather than pesticide sprays, shall be used for initial clean-outs of cockroach infestations, for swarming insects (ants, termites, and others) and for the management of spiders in webs whenever appropriate.

Trapping devices, rather than pesticide sprays, shall be used for fly management wherever appropriate.

Other non-pesticide methods, as needed.

- b) **Application of Insecticides** - Insecticide bait formulations shall be used to manage cockroaches, ants, and other insects, bait formulations shall be used whenever possible.
- c) **Cracks and Crevice Treatments** - When bait formulations are not effective, the Bidder shall, as a general rule, apply all insecticides as crack and crevice treatments, defined in this agreement as treatments in which the formulated insecticide is not visible to a bystander during or after the application process. After all crack and crevice treatments, the Bidder will seal cracks and crevices with caulk or other products approved by Manager of Maintenance. This will be considered part of routine pest management.
- d) **Monitoring** - Visual identification, sticky traps or other devices shall be used to guide and evaluate indoor insect management efforts.

## **Permits/Licenses**

Permits and licenses necessary for execution of work shall be secured and paid for by Bidder. The Bidder will secure and pay for all necessary licenses fees, permits, taxes, and fees which are legally required by city, county, state and federal governments or agencies for the performance of said services. Specifically, the Bidder shall observe and comply with the Department of Health Services, CAL/OSHA, South Coast Air Quality Management District, California Department of Pesticide Regulation, State and Federal Environmental Regulations, Fire Codes and other applicable laws, ordinances and regulations. The Bidder shall provide copies of all permits, licenses, and certificates to the College. Licenses and certification must be maintained throughout this agreement.

Successful Bidder shall have a Structural Pest Control Operators License, pursuant to State of California, Business and Professions Code, Section 8610. The license must be maintained throughout the term of this agreement.

## **Safety and MSDS**

The greatest care shall be exercised in guarding the safety of the college and its students and staff. In conformance with SB198, Contractor shall have a documented Accident, Illness and Prevention Program. Additionally, the Contractor's Safety and Health Program shall reference Federal OSHA standards and any other rules, regulations or standards applicable to its activities in the state. The contractor is responsible for executing all pest control activities in strict conformance with this program. Please include one copy of the above referenced program with your bid.



Bidder shall be responsible for maintaining pest management records for all activities specified in this request for proposal. Records shall include labels and MSDS for all pesticide products and other chemicals used in buildings, brand names and description of all pest management devices and equipment used in buildings within the service schedules.

Also, successful Bidder shall keep any records required by law. Copies of all records required by shall be provided to Manager of Maintenance, upon request.

### **Log Book**

The Bidder shall be responsible for maintaining a complete and accurate Pest Management Log Book at College. The Log Book shall be updated at each visit by the Bidder. The log book contains requests for service from the campus community including the location, requestor, and brief description of pest issue.

### **The Healthy School Act**

The Bidder will coordinate with the Manager of Maintenance, notifications, posting, and recordkeeping for pesticides used on College Facilities. Please visit the following website:

<http://www.cdpr.ca.gov/docs/pestmgt/schoolipm.htm>

Per the State of California, Health and Safety Code 114254 – 114254.3, only those insecticides, rodenticides, and other pesticides that are necessary and specifically approved for use in a food facility may be used. The use shall be in accordance with the manufacturer's instructions. A master copy of the labels and material safety data sheets on all materials is to be provided to the Director of the Child Development Department. A program binder for each Sodexo site is to be kept current and include MSDS and labels, contact information, and records indicating the monitoring of the site.

### **Performance**

If in the opinion of the College, the Bidder fails to perform satisfactorily or fails to furnish safe and satisfactory services, or otherwise fails to comply with the terms of this contract, the College may without further notice or demand, make arrangements for the work, or any part thereof, performed elsewhere, hold the Bidder responsible and liable for damage(s) which may be sustained by the College thereby or on account of the failure or neglect of said Bidder in performing any of the terms and conditions of this contract.

The College may cancel this contract at any time with thirty (30)-day written notice to the Bidder.

**Exhibit B**  
**Contractors Rates**

**(To be inserted by Contractor)**