



INVITATION FOR BID

Title: San Mateo County Pest Control Services

The County of San Mateo is seeking bids for pest control services at various locations throughout San Mateo County.

Solicitation Number	FMO-02
Number of contracts expected to be awarded	01
Funding Sources	<input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> County <input type="checkbox"/> Other
Expected Contract Duration	(3) Three Years
Options to Renew	(1) One Year
Hard copy Bid required	1 original
County Mailing Address <i>(for hard-copy communication & Bid submissions)</i>	Department of Public Works 555 County Center 5 th Floor Redwood City, CA 94065
Authorized Contact Person	Gary Behrens
Authorized Contact Person E-mail	gbehrens@smcgov.org
E-mail Address for Protests	jporter@smcgov.org
IFB Released	May 10, 2018
Pre-Bid meeting date and time	May 16, 2018 9:00 AM
Pre-Bid meeting location	455 County Center, Basement Redwood City 94063
Deadline for Questions, Comments and Exceptions	May 21, 2018 12:00 PM
Bid Due Date and Time	May 25, 2018 3:00 PM
Submission to County Board for approval	TBD
Anticipated Contract Award Date	June 2018

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SECTION I - DEFINITIONS

Business Day: Monday through Friday except for holidays as observed per the California Government Code.

Confidential Information: Information in any form that is not generally known and treated as confidential by a party, including business, financial, statistical, and non-public personal information, trade secrets, know-how, applications, documentation, schematics, procedures, Personally Identifiable Information, information covered by legal privilege, and other proprietary information that may be disclosed or incorporated in materials provided to one party by the other, whether or not designated as confidential, whether or not intentionally or unintentionally disclosed, and whether or not subject to legal protections or restrictions.

Contract Materials: finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.

Contract: The agreement between San Mateo County and Contractor awarded pursuant to this solicitation.

Contractor: The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently-agreed upon terms.

County Data: All information, data, and other content, including Confidential Information and other information whether or not made available by San Mateo County or San Mateo County's agents, representatives or users, to a Contractor or potential Contractor or their employees, agents, representatives or SubContractor, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

County Systems: The information technology infrastructure of San Mateo County or any of its designees, including computers, software, databases, networks, and related electronic systems.

County: San Mateo County

Deliverables: Goods or services required to be provided to San Mateo County under the Contract.

DUNS (Data Universal Numbering System): a proprietary nine-digit number issued by Dun and Bradstreet, Inc. to identify unique business entities.

Force Majeure: An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the Contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

Hosting: Storage, maintenance, and management of hardware, software, and San Mateo County Data by a party other than San Mateo County, on machines and at locations other than those operated by San Mateo County, where a party other than San Mateo County has regular responsibility for back-up, disaster recovery, security, upgrades, replacement, and overall responsibility for ensuring that all hardware and software continues to function as intended.

Key Employee: Employees of the Contractor jointly identified by San Mateo County and the Contractor as possessing unique skill and experience that was a material consideration in San Mateo County's decision to award a contract.

Maintenance Updates: Any revision, update, improvement, modification, enhancement, correction, bug fix, patch, or new release for a system, platform, software or other product, including any change made as a result of applicable federal, State, or local law.

Major Change: A change to the specified performance, maintainability, operation, power requirements, compatibility, measurement, user interface, reliability, quantity, scale, quality, terms, delivery method, or

requirement of any product or service that affects the obligations of the parties or reflects a substantial alteration in circumstances surrounding the agreement, or is of such a nature that knowledge of the change would affect a person's decision-making process.

PII (Personally Identifiable Information): information in any format that can be used to identify a specific individual, either used alone or combined with other private or public information that can be linked in some way to a specific individual.

Project Manager: The individual identified by San Mateo County as San Mateo County's primary contact for the receipt and management of the goods and services required under the Contract.

PST: Pacific Standard Time, including Pacific Daylight Time when in effect

Subcontractor: Firms engaged by the Contractor to perform work or provide goods pursuant to the Contract, including vendors and suppliers

Task Order or Purchase Order: A written request from San Mateo County to a vendor to provide goods or services, indicating types, quantities, prices and delivery criteria.

SECTION II - INSTRUCTIONS FOR BIDDER

2.1 Pre Submittal Activities

Questions, Comments, Exceptions

Submit questions, comments, and exceptions, including notifications of apparent errors, to; Gary Behrens at, gbehrens@smcgov.org.

Request for changes

If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language. Failure to submit requests in writing by the deadline will be deemed a waiver of any exception. The County's consideration of a suggestion does not imply acceptance.

Request for Substitution of Specified Equipment, Material, or Process

If requesting a substitution for a required item, submit requests by the Deadline for Questions, Comments, and Exceptions. Furnish all necessary information required for the County, in its sole judgement, to make a determination as to the comparative quality and suitability of any suggested alternatives. The County's decision will be final. If alternatives are accepted, the County will respond accordingly.

Revisions to the Solicitation

The County may cancel, revise, or reissue this solicitation, in whole or in part, for any reason. Revisions will be issued in writing to the Bidder. No other revision of this solicitation will be valid.

Contact with County Employees

Violation of the following prohibitions may result in a Bidder being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.

- a. As of the issuance date of this RFB and continuing until it is canceled or an award is made, no Bidder or person acting on behalf of a prospective Bidder may discuss any matter relating to the RFB with any officer, agent, or employee of the County, other than through instructed guidelines in this RFB, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.
- b. Bidders may not agree to pay any consideration to any company or person to influence the award of a contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract.
 - i. Pre-Bid conference and site visits

If a pre-Bid conference or site visit is scheduled, answers to questions raised prior to and at the events will be responded to in writing to the Bidder.

2.2 BID CONTENT REQUIREMENTS

A. Bid Format

Number all pages of the Bid. Label and order each section as follows:

- Cover letter - no longer than one page, signed by an individual authorized to execute legal documents for the Bidder, identifying the materials submitted.
- Authorized contacts - identify the name and title the person to contact regarding the Bid, as well as all other individuals authorized to represent the organization in contract negotiations.
- Table of Contents, listing all major topics and their respective page numbers.
- Exceptions to the solicitation, or to the final revised solicitation, if any.
- Supplementary Documents, as requested and applicable for this RFB

B. Supplementary Documents

If additional documents and materials are appropriate, or have been requested by the County, provide in the following order as applicable:

- Minimum Qualifications, using County forms if provided.
- Organizational Capacity and Experience, describing work of a similar nature undertaken for a similar entity.
- Certifications as applicable.

BID SUBMISSION

A. Mandatory pre-bid meeting with Gary Behrens, Facilities Services Manager, for all of those interested in bidding on Wednesday, May 16, 2018 at 9:00 a.m. The meeting will be held in the facilities conference room located in the basement of 455 County Center, Redwood City, CA 94063. For directions, please call Greg Arnott at (650) 363-1870.

B. Submit Bid as directed below.

(1) Hard copy submissions

- (a) Provide a hard copy submission with all required documents in a sealed package to the designated County Mailing Address, 555 County Center, 5th Floor, Redwood City, CA 94063. Within the package, submit the Technical Bid and the Price Bid. Clearly mark the following information on the outside of the package:
 - Bidder Name
 - Return address
 - Project Title
- (b) Submit Bid and all required documentation so as to physically reach the designated address by the May 25, 2018.
- (c) Required submittal documents include Attachment "A" (site inventory, monthly pricing and bid form), Attachment "C" (Declaration Form) and Attachment "E" (proposal sheet) with proof of insurance as described in the sample Agreement (Attachment "B").

(2) Hand-written responses will be rejected, with the exception that signatures may be hand-written.

2.4 BIDDER CERTIFICATIONS

By submitting a bid, each bidder certifies under penalty of perjury that:

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and

- Bidder is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- Bidder is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, and is unaware of any financial or economic interest of any County officer or employee relating to this solicitation.

2.5 WITHDRAWAL OF BID

Bid may be withdrawn, modified, or replaced at any time prior to May 25, 2018 at 3:00PM.

2.6 NO COMMITMENT

Neither submission of a Bid nor the County's receipt of Bid materials confers any right to the Bidder nor any obligation on the County. This RFB does not commit the County to award a contract, nor will the County defray any costs incurred in preparing Bid or participating in any presentations or negotiations.

2.7 BIDDER SELECTION

At any time in the evaluation process, the County may request clarifications from Bidders.

On the Bid Due Date and Time, bids submitted may become public. The public opening of bids, if it occurs, or the County's announcement of the apparent lowest bidder, will constitute notice of intent to Award.

A. Determination of Responsiveness

A responsive Bid conforms to the instructions set forth in this solicitation and any modifications to it. Non-responsive Bids will be rejected. The County, in its sole discretion, may waive non-consequential deviations.

B. Determination of Responsibility

The County will make a determination of the responsibility of any Bidder under consideration for award, taking into consideration matters such as the Bidder's integrity, compliance with public policy and laws, past performance, fiscal responsibility, trustworthiness, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The County will notify any Bidder found non-responsible and allow the finding to be contested.

2.8 CONTRACT AWARD

A. Award Procedure

Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. Award, if made, will be to the responsive, responsible bidder offering the lowest price for the services and goods described in this solicitation. Any agreement reached will be memorialized in a formal agreement using the attached Standard Agreement template.

B. Commencement of Performance

After all parties have signed the Agreement, the County will notify the Bidder and performance may proceed. Prior to County execution of the Agreement, no County employee may authorize work. Any work performed prior to that time may be uncompensated.

2.9 PROTESTS

Protests that do not comply with the protest procedures outlined below will be rejected.

A. Protest Eligibility, Format, and Address

- (1) Protests or objections may be filed regarding the procurement process, the content of the solicitation or any addenda, or contract award.

- (2) The County will only review protests submitted by an interested party, defined as an actual or prospective Bidder whose direct economic interest could be affected by the County's conduct of the solicitation. SubContractors do not qualify as interested parties.
- (3) Submit protests to the Director of Public Works by e-mail to jporter@smcgov.org or via hard copy to: Department of Public Works, Jim Porter, Director, 555 County Center, 5th Fl, Redwood City, CA 94063

B. Protest Deadlines

Submit protests with any supplemental materials by 5 p.m. PST, as appropriate, on the deadlines set forth below. The date of filing is the date the County receives the protest, unless received after 5 p.m. PST, or on other than a Business Day, in which case the date of filing will be the next Business Day. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental materials filed after the relevant deadline may be rejected by the County.

- (1) If relating to the content of the solicitation or to an addendum, file within five Business Days after the date the County releases the solicitation or addendum.
- (2) If relating to any notice of non-responsiveness or non-responsibility, file within five Business Days after the County issues such notice.
- (3) If relating to intent to award, file within five Business Days after the County issues notice of Intent to Award. No protests will be accepted once actual award has been made.

C. Protest Contents

- (1) The letter of protest must include all of the following elements:
 - (a) Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
 - (b) The law, rule, regulation, ordinance, provision or policy upon which the protest is based, with an explanation of the violation.
- (2) Protests that simply disagree with decisions of the Evaluation Committee will be rejected.

D. Reply to Protest

The County will send a written response to the protestor and to any other party named in the protest.

E. No Stay of Procurement Action during Protest

Nothing in these protest requirements will prevent the County from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

2.10 PUBLIC RECORDS

A. General

- (1) All Bids, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review.
- (2) Any contract arising from this IFB will be a public record.
- (3) Submission of any materials in response to this IFB constitutes:
 - (a) Consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
 - (b) Waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a Bidder's right to privacy, disclosed trade secrets, or caused any damage by allowing the Bid or materials to be inspected; and

- (c) Agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and
- (d) Acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

B. Confidential Information

- (1) The County is not seeking proprietary information and will not assert any privileges that may exist on behalf of the Bidder. Bidders are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- (2) If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL". If requested material has been designated as confidential, the County will attempt to inform the Bidder of the public records request in a timely manner to permit assertion of any applicable privileges.
- (3) Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the Bidder will be deemed agreement to disclosure of the information and the Bidder agrees to indemnify and hold the County harmless for release of such information.
- (4) Requests to treat an entire Bid as confidential will be rejected and deemed agreement to County disclosure of the entire Bid and the Bidder agrees to indemnify and hold the County harmless for release of any information requested.
- (5) Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7.

SECTION III - QUALIFICATIONS, EXPERIENCE CRITERIA

3.1 MINIMUM QUALIFICATIONS

Bids will be accepted only from organizations that meet the following required qualifications at the time of Bid submission:

- Bid shall be received in accordance with the Contract Documents. Bidder shall carefully read the complete Contract Documents including these instructions. Before submitting a Bid, Bidder shall visit the sites and evaluate all conditions and limitations involved thereon as no allowance will be made because of the lack of such examination and knowledge.
- Only Licensed Contractors, authorized to do business under the laws of the State of California and able to qualify as follows will be eligible to submit a Bid. Bid shall meet the following:
- Contractor shall have a minimum five years continuous experience in the Pest Control business.
- Contractor shall have all appropriate licenses and permits.

3.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE

Provide all of the following regarding the prime Bidder and if applicable, all joint Bidders.

A. Organizational Capacity:

- (1) Titles and names of staff members who will be on the team responsible for the project, as well as the expected availability of the various individuals. If requested, include the resume of a dedicated, full-time project manager.
- (2) All applicable licenses and license numbers relevant to the project, the names of the holders of those licenses, and the names of the agencies issuing the licenses.
- (3) If portions of work will be performed by subContractor, names of proposed subContractor other than suppliers and descriptions of their respective responsibilities.

B. Experience

- (1) The number of years providing services similar to those contemplated
- (2) The number of years providing services to government entities

3.3 REFERENCES

Provide at least (3) three references from successfully completed projects of similar nature to that described in this solicitation, including the name of the organization for which work was performed, and the name, phone number, and e-mail address of an individual at the organization who was responsible for managing and accepting the work. Ensure that contact information is current. If the County cannot contact the reference because of incorrect or out-of-date information, the reference will be deemed not to have been provided.

SECTION IV - INSURANCE & PERFORMANCE BOND

Provide evidence of insurance with your submission for each of the checked categories

<input checked="" type="checkbox"/>	General Liability (Including operations, products and completed operations, as applicable.)	\$1,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 - per accident for bodily injury and property damage.
<input checked="" type="checkbox"/>	Workers' Compensation	As required by the State of California
<input type="checkbox"/>	Employers' Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
<input type="checkbox"/>	Professional Liability (Errors and Omissions)	\$1,000,000 - per occurrence.
<input type="checkbox"/>	Cyber Liability	\$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions To be carried at all times during the term of the Contract and for three years thereafter.
<input type="checkbox"/>	Pollution Liability	\$ - Per Occurrence (If Applicable)
<input type="checkbox"/>	Pollution Liability (Aggregate)	\$

4.1 SPECIAL INSURANCE REQUIREMENTS - CYBER LIABILITY

If the work involves services or goods related to computers, networks, systems, storage, or access to County Data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

(1) Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County Data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

(2) Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

4.2 PERFORMANCE BOND

- A.** One Performance Bond, as itemized in Section 4.2-B below, shall be furnished by the successful bidder at the time of entering into the Agreement and filed with the Director of Public Works, 555 County Center, 5th Floor, Redwood City, California; it shall be in the form of a surety bond issued by corporations duly and legally licensed to transact surety related business in the State of California, satisfactory to San Mateo County. Premiums for said Performance bond shall be paid by the Contractor and maintained at the Contractor's expense during the period prescribed herein for the completion of the work to be done under the Agreement, including extension of the Agreement.
- B.** The Performance Bond shall be in the amount of 100 percent (100%) of the value for each year of the Agreement term. The bonds shall be in accordance with the laws of the State of California to secure payment of any and all claims for labor and material used or consumed in performance of this Agreement.

Example:

A three (3) year Agreement, costing \$50,000/year, would require a payment bond in the amount of 100 percent (100%) or \$50,000 for the first year and for each additional year of the Agreement.

SECTION V - STANDARD TERMS AND CONDITIONS

These are attached for information only. Do not complete this form. The final agreement between the County and any successful Bidder will be based on this template.

County of San Mateo Standard Agreement Template attached (ATTACHMENT B)

SECTION VI - SCOPE OF WORK AND SPECIAL PROVISIONS

6.1 SUMMARY

1. Performance of all extermination services found necessary through safe and judicious use of pesticides, traps and other approved techniques. Details for each service call shall be logged into a log book. The log book will contain the following information:
 - a. Time and Date of service
 - b. Condition found.
 - c. Treatment provided.
 - d. Chemicals used.
 - e. Corrections needed.
- 1.2 Contractor shall: submit, either electronically or a hard copy, a County facilities quarterly usage report showing quantities of any chemicals used at each facility.
2. The Contractor shall:
 - a. Identify what is promoting the pest infestations.
 - b. Provide appropriate treatment.
 - c. Report conditions found at each location.
 - d. Contractor shall provide monthly report, based on the information gathered in the log book, indicating the location, date and time, method used for treatment, and the name and quantities of any chemicals used.
 - e. The log book will be located in an area agreed upon with the Facilities manager, Gary Behrens, and the Pest Control Operator.
3. The Contractor shall: make as many service calls as may be required to accomplish satisfactory eradication and control. Contractor shall also perform emergency services without extra charge, within 24 hours of receiving a call for such services.

SCOPE OF WORK

1. Work Included. It is the intent of this solicitation to select a Contractor to supply all labor, material, and equipment and all other services necessary for complete Pest Control Services at various County facilities identified below. Such Pest Control Services shall include, but are not restricted to:

Pest Control Services shall include control of the following pests: ants, crabs, all cockroaches, silver fish, mites, fleas, lice, bees, wasps, house mice, field mice, Norway rats, and roof rats.

2. Contractor shall develop a services and Inspection Schedule identifying:
 - a. Infestations and Causes
 - b. Treatment Method
 - c. Adverse Conditions
 - d. Recommendation

QUALITY OF WORK

1. All work performed pursuant to the resulting Agreement, shall be done in a manner equal to and in accordance with the best practices of the various trades involved and industry standards. All work shall be performed by personnel certified by the State of California Structural Pest Control Board and directly employed and supervised by the Contractor. The Contractor shall be currently licensed by the Structural Pest Control Board of the State of California as an Operator. The Contractor should instruct all employees that they are not required to respond to questions, suggestions or instructions from County employees other than representatives of the Director of Public Works.
2. The Contractor shall submit for County approval complete schedules covering all pest control work to be performed under the contract. The schedules shall include the days and hours of the week(s) for all called-for work at each site. The schedules shall be kept up-to-date by written notification of all changes.
3. IPM Policy: The County anticipates that the contractor selected for this work will provide a written Integrated Pest Management (IPM) plan for pest control chemicals and treatments used at all County facilities within the agreement. The plan should follow the County's IPM Policy (Attachment "D").

MATERIALS USED

1. Material used shall be the latest products developed for the Pest Control Industry and use shall conform to the requirements of the product label as registered and approved by the appropriate agencies of the United States Government and the State of California.
2. Prior to entering into contract. The successful bidder shall submit to the Department of Public Works a complete list of materials or Material Safety Data Sheets (MDS) to be used by the Contractor for pest control. The list shall state the intended use, complete specifications, and complete safety information for each listed material. (A complete product label may be substituted for the specifications and safety information).
3. Prior to usage of any material listed as a restricted material by the State of California and/or the United States Government, the Contractor shall obtain all necessary permits and authorization for such usage from the County Agricultural Commissioner.

SPECIFICATIONS

1. Service: The County anticipates that the contractor selected for this work will provide service for the prevention and elimination of pests, following an IPM plan. Targeted pest will include ants, crabs, all cockroaches, silver fish, mites, fleas, lice, bees, wasps, house mice, field mice, Norway rats, and roof rats.
2. Contract Term: The term of the Agreement will be three (3) years and is scheduled to begin on July 1, 2018 and terminate on June 30, 2021. The Agreement may provide for up to one (1) additional one-year term if both parties agree to the renewal terms.
3. Hourly Rates: Contractor shall provide hourly rates for normal business hours, after hours and holiday and weekend time. (see attachment "A").
4. Billing: Contractor shall invoice the County using the facility breakdown sheet provided (see attachment "A").

SERVICE AND LOCATIONS

The Contractor will be required to provide some or all of the services described above at the following County locations:

1. Belmont

a. Vocational Rehabilitation Center (2 stories)

Including cafeteria & kitchen areas
550 Quarry Road

2. East Palo Alto

a. East Palo Alto Government Center (55,031 sq. ft., 3 stories)

2415 University Avenue

b. Our Common Ground (5,727 sq. ft., 1 story)

2560 Pulgas Avenue

3. La Honda

a. Glenwood Juvenile Facility (30,163 sq. ft., 1 story)

Including kitchen area
400 Log Cabin Road

b. Sheriff's Honor Camp Pomponio (20,242 sq. ft., 1 story) * On Call

Including kitchen area
7620 Alpine Road

4. Pescadero

a. Cal Fire Pescadero #59 (2,028 sq. ft., 1 story)

1200 Pescadero Creek Road

5. Redwood City

a. Maple Street Correctional Center (270,000 sq. ft., 2 stories)

Including the kitchen area
1300 Maple Street

b. Brenden P. Maguire Correctional Facility (216,874 sq. ft., 6 stories)

Including the kitchen area
330 Bradford Street

c. Hall of Justice and Records (319,724 sq. ft., 8 stories)

Including Sheriff's Property & Basement Cafeteria Area
400 County Center

d. Our Place (9,300 sq. ft., 1 story)

401 Winslow Street

e. Cohn-Sorenson Law Library (12,424 sq. ft., 2 stories)

710 Hamilton Street

f. County Office Building (116,260 sq. ft., 5 story)

455 County Center

- g. County Office Building 2 (142,227 sq. ft., 5 stories)
555 County Center
- h. County Center Parking Structure (312,150 sq. ft., 6 stories)
400 Middlefield Road
- i. Human Services Building (26,800 sq. ft., 1 story)
2500 Middlefield Road
- j. Fair Oaks/Redwood City Library (3,200 sq. ft., 1 story)
2510 Middlefield Road
- k. Sheriff's Work Furlough Facility (18,000 sq. ft., 1 story)
Including kitchen area
1580 Maple Street
- l. Grant Corporation Yard (42,680 sq. ft., 2 stories)
752 Chestnut Street
- m. Cal Fire Edmonds Station #18 (5,266 sq. ft., 2 stories)
300 Edmonds Road

6. San Mateo

- a. Central Library (16,596 sq. ft., 1 story)
125 Lessingia Way
- b. Elections Registration Facility (83,042 sq. ft., 2 stories)
40 Tower Road
- c. Youth Service Center Bldgs. 1-16 (122,100 sq. ft., 2 stories)
222 Paul Scannell Way
- d. Cal Fire San Mateo/Belmont #17 (18,540 sq. ft., 2 stories)
20 Tower Road
- e. Crime Lab (28,500 sq. ft., 1 story)
50 Tower Road
- f. Receiving Home (12,692 sq. ft., 1 story)
31 Tower Road
- g. Camp Kemp (19,665 sq. ft., 1 story) *On Call
400 Paul Scannell Way

7. South San Francisco

- a. North County District Probation Office (13,814 sq. ft., 2 stories)
1024 Mission Road

- b. North County Pre-arraignment and Detention Facility (13,375 sq. ft., 2 stories)
1040 Mission Road
- c. Safe Harbor Homeless Shelter (near SF Airport) (7,430 sq. ft., 2 stories)
295 North Access Road

8. Woodside

- a. Cal Fire Skylonda #58 (8,612 sq. ft., 2 stories)
17290 Skyline Blvd.

9. THE FOLLOWING KITCHENS WILL BE SERVICED AT LEAST BI-WEEKLY

- a. Maple Street Correctional Center
1300 Maple Street, Redwood City
- b. Brenden P. Maguire Correctional Facility
330 Bradford Street, Redwood City
- c. Youth Service Center & Inside Cafeteria Area (Bldg. 5)
30 Loop Road, San Mateo
- d. Hall of Justice and Records
Basement Cafeteria Area
400 County Center, Redwood City

6.2 FINGERPRINTING AND BACKGROUND CHECKS

Contractor will be required to have servicing staff obtain and maintain proper jail clearance. Employees are subject to a thorough background check in order to gain clearance. Jail clearance is required at The Maguire Correctional Facility, The Women's Correctional Facility, and The Youth Service Center. Clearance needs to be set up in advance through the County's Sheriff Department, at the Contractor's expense.

6.3 PREVAILING RATES

The services contemplated under this procurement include "public works". For all such work funded by this Agreement, the Contractor is required to comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any "public works" as that term is defined in the statutes, including all applicable flowdown provisions.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Included is a link to Labor Code 1771.1 for your convenience: [Labor Code 1771.1 - link](#)

6.4 SAN MATEO COUNTY LIVING WAGE

The Board of Supervisors has adopted an ordinance establishing a five-year living wage pilot program for service contracts entered into by the County. Beginning on April 1, 2017 all contracts entered into by the County must comply with the LWO.

LWO Term:

The LWO is a 5 year pilot program from Jan 1, 2017 through Dec 31, 2021.

LWO Amounts:

The living wage will be phased in over 2.5 years as follows:

Jan 1, 2017 \$14.00/hr

Jul 1, 2017 \$15.00/hr

Jul 1, 2018 \$16.00/hr

Jul 1, 2019 \$17.00/hr

Jul 1, 2020 Jul 2019 + CPI-U (SF-Oak-SJ)

Jul 1, 2021 Jul 2020 + CPI-U (SF-Oak-SJ)

Which agreements must comply with the LWO:

Legal agreements between the County and Contractor for the provision of services.

Which contractors are subject to the LWO:

All contractors and subcontractors providing services under a County contract.

Services do not include the following:

The provision of goods, products, or real estate; or

The acquisition of goods or services related to information technology, such as computer hardware, software licenses, software development, and maintenance of hardware and software.

Who is covered by the LWO:

Full time, Part time, Temporary, and Permanent employees working directly on service contracts for the County.

LWO Rollout:

Beginning Apr 1, 2017, all contractors entering into new agreements for providing services to the County must comply with the LWO. Amendments to existing contracts that either extend the term and/or increase the amount of the agreement by more than \$25,000 will require vendor compliance with the LWO.

Exemptions to the LWO:

Exemptions have been approved regarding compliance with the LWO. The exemptions include, but may not be limited to the following:

1. The contract is for "public works" as defined under the California Labor Code Sections 1720 and 1720.2 and is subject to the payment of prevailing wages under the California Labor Code.
2. The contract is a 100% pass-through of state funds, federal funds, or non-County funds in which the County serves only as a fiscal agent

Waivers for LWO Exemption:

Waivers for exemption from the LWO will need to be approved by the Director of Public Works (for contracts under \$100K) or the Board of Supervisors (for contracts \$100K and above).

Unless subject to a specific exemption under the Ordinance, contractors providing services or goods with services must comply with Chapter 2.88 of the San Mateo County Ordinance Code, which is the County of San Mateo Living Wage Ordinance. Such compliance includes, but is not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance. The Ordinance requires a specific Living Wage be paid to employees working on certain contracts. Please see Chapter 2.88 of the San Mateo County Ordinance Code to determine whether your contract is covered by the Ordinance or is exempt.

SECTION VI. – ATTACHMENTS

ATTACHMENT “A”

Separate Excel worksheet with site locations, monthly pricing and Bid Sheet

ATTACHMENT "B"

SAMPLE AGREEMENT

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND [Contractor name]

This Agreement is entered into this _____ day of _____, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [Insert contractor legal name here], hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of pest control services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

4. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Invitation for Bid

Attachment A – Bid Sheet, Pricing and List of Equipment & Locations

Attachment B - Sample Agreement

Attachment C - Contractor's Declaration Form

Attachment D - County of San Mateo IPM Policy

Attachment E - Proposal Sheets

5. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

6. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed [write out amount] (\$Amount). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

7. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2018, through June 30, 2021.

8. Termination

This Agreement may be terminated by Contractor or by the Director of Public Works or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

9. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

10. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

11. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

12. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

13. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

i. Comprehensive General Liability...	\$1,000,000
ii. Motor Vehicle Liability Insurance...	\$1,000,000
iii. Professional Liability.....	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

14. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and

Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

15. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

16. termination of this Agreement;
17. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
18. liquidated damages of \$2,500 per violation; and/or
19. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

a. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

b. Compliance with Prevailing Wage Ordinance

In accordance with the General Conditions, it shall be mandatory upon the Contractor and subcontractors to pay not less than the said prevailing wage rates to all laborers, workmen, or mechanics employed by them in the execution of this Contract. Contractor will be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

20. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

21. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

22. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

23. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

24. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

In the case of Contractor, to:

Name/Title: [insert]
Address: [insert]
Telephone: [insert]
Facsimile: [insert]
Email: [insert]

25. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

26. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **[SERVICE PROVIDER COMPANY NAME]**

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

ATTACHMENT "C"

County of San Mateo

Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	Phone:
Contact Person:	Fax:
Address:	

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☐ Contractor complies with the County's Equal Benefits Ordinance by:
- ☐ offering equal benefits to employees with spouses and employees with domestic partners.
 - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____(date) and expires on _____(date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☐ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☐ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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

Signature

Name

Date

Title

ATTACHMENT “D”

County of San Mateo Integrated Pest Management (IPM) Policy

GOAL

The County of San Mateo (County) seeks to protect the health and safety of its employees and the general public, the environment and water quality, as well as to provide sustainable solutions for pest control, through the reduced use of pesticides on property owned or managed by the County to the maximum extent practicable.

IMPLEMENTATION

1. Employees implementing pest management operations will use Integrated Pest Management (IPM) techniques that emphasize non-pesticide alternatives where feasible and, when necessary, employ the least toxic chemicals. Preference will be given to IPM certified contractors or contractors who implement IPM. County departments and their contractors that apply pesticides will develop and maintain an active IPM Plan to ensure the long-term prevention and suppression of pest problems with minimum negative impacts on the health and safety of the community and environment. The County will track employee and contractor pesticide use and prepare an annual report summarizing pesticide use and evaluating pest control activities performed.
2. The County shall encourage pilot projects to demonstrate landscape and structural pest control alternatives, seeking to use the most recent technology, best management practices and least toxic methods for all pest control measures. Pilot projects should include an objective analysis of the effectiveness of the alternative techniques applied.
3. The County will review its purchasing procedures, contracts or service agreements with pesticide applicators and employee training practices to determine what changes can be made to support the goal of pesticide reduction and promote the purchase and use of the least harmful chemicals.
4. The County will perform educational outreach and/or support Countywide or regional efforts to educate residential and commercial pesticide users on a) goals and techniques of IPM, and b) pesticide related water quality issues.
5. The contractor shall be IPM certified or in the process of obtaining an IPM certification within 6 months of the Contract signing. The first method of treatment shall be using the best IPM methods to control and or eradicate pests within County facilities.

Pesticides with the least amount of toxic chemicals shall be used only if the IPM methods are found to be ineffective or economically infeasible.

DEFINITIONS

Pesticides are defined as: any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest. Pests can be insects, rodents and other animals, unwanted plants (weeds), bacteria or fungi. The term pesticide applies to herbicides, fungicides, insecticides, rodenticides, molluscicides and other substances used to control pests. Antimicrobial agents are not included in this definition of pesticides. In general, the intent of antimicrobial agents is to reduce or mitigate the growth or development of microbial organisms.

Integrated Pest Management (IPM) is an ecosystem-based strategy that focuses on long term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides shall be used only if the above techniques are found to be either ineffective or economically infeasible. Pesticide use shall be in accordance with established guidelines, and treatments shall be made with the goal of removing only target organisms. Pest control materials shall be selected and applied in a manner that minimizes risks to human health, beneficial and non-target organisms, and the environment.

IPM techniques could include biological controls (e.g., ladybugs and other natural enemies or predators); physical or mechanical controls (e.g., hand labor or mowing); cultural controls (e.g., mulching, discing, or alternative plant type selection); and reduced risk chemical controls (e.g., soaps or oils).

County owned or managed property includes but is not limited to: parks and open space; golf courses; roadsides; landscaped medians; flood control channels; buildings, structures, and other outdoor property owned or managed by the County.

ATTACHMENT "E"

PROPOSAL

Bid Opening Date: May 25, 2018

1. SCOPE OF BIDS -The undersigned, doing business under the name of

_____,
Declares that the only persons or parties interested in this Proposal as Principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed Scope of Work, the annexed proposed form of Agreement, and the Contract Documents therein referred to; that he proposed, and agrees if this Proposal is accepted, that he will contract with The County of San Mateo, in the form of the copy of the Agreement annexed hereto, and do all the Work and furnish all the materials specified in the Contract Documents for the following amount(s). The base bid shall include all labor, materials, equipment, supervision, overhead, profit, and incidentals necessary to complete the Work in accordance with the Contract Documents. The Base Bid will be used to determine the low bidder.

2. BASE BID – Base bids shall include all Work shown in the Contract Documents. Show base bid in words and numbers. The base bid is the sum of monthly Costs by location as shown in the table on Attachment "A."

Dollars
(\$_____)

1. CONTRACT – If written of the acceptance of this bid is mailed or delivered to the undersigned within ninety (90) calendar days after the date of opening of the bids, or any time thereafter before the bid is withdrawn, the undersigned will, within ten (10) calendar days after the date of such mailing or delivering of such notice, execute and deliver a contract in the Form of Agreement present in these Contract Documents and furnish a Performance Bond in the form provided in these Contract Documents. The

undersigned designates the address provided in Section 12 (below) of this proposal to be in the office to which such notice of acceptance may be mailed or delivered.

2. TERM OF AGREEMENT – Three year term.
3. BONDS – The undersigned agrees, if awarded the Contract to execute within ten days, to furnish the corporate surety bonds as called for in the “Instruction to Bidders.”
4. INSURANCE – Our Public Liability and Property Damage Insurance is placed with:

Our Worker’s Compensation Insurance is placed with:

Our All Risk Property Insurance is placed with:

5. ADDENDA – Addenda bound with Contract Documents or issued during the time of bidding, are to be included in the proposal, and in the Contractor’s Work.
6. ADDENDA RECEIPT – The receipt of the following addenda is acknowledged:

ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATE _____

7. This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.
8. CONTRACTOR’S LICENSE – The undersigned agrees, if awarded the contract, to maintain and keep current through the completion of the contract the valid licenses for the work to be performed as required by the California Contractors License Law and all other applicable licensing requirements.

License No.

License Class

Expiration Date

9. CONTRACTOR'S DIR NUMBER – The undersigned acknowledges that contractor is registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

DIR No.

Expiration Date

10. By the signature below, the bidder certifies, under penalty of perjury, the accuracy of the representations made in this Proposal.

Dated _____, 20_____.

Company

Business Type: ____ Corporation ____ Partnership ____ Sole Proprietorship

State of Incorporation of Location of Business Registration_____

Signed_____

Title_____

Print

Name_____

Address_____

Phone:_____ Fax:_____

Tax I.D. No._____

NOTE: If bidders is a partnership, give full names of all partners.

