



**COUNTY OF SANTA CLARA, CALIFORNIA**

**REQUEST FOR PROPOSAL #B2867-W  
FOR  
WILD LIFE PEST CONTROL THROUGH INTEGRATED PEST  
MANAGEMENT (IPM)**

**NOVEMBER 19, 2002**

**RFP DUE:**

**DATE: December 30, 2002 - 3:00 p.m.**

**In the Procurement Department  
333 W. Julian Street  
Suite 400  
San Jose, CA 95110**

**BUYER: Cheri' J. Barkley  
(408) 491-7413**

**MANDATORY PRE-BID CONFERENCE**

**Date and Time: December 11, 2002  
9:00 AM to 12:00 NOON**

**Location: Santa Clara County Government Building, 70 West Hedding  
Street, Issac Newton Conference Room, 1<sup>st</sup> floor, West Wing,  
San Jose, Ca 95110**

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## **SECTION I - INVITATION & INQUIRIES**

### **A. Invitation**

This document is a Request for Proposal (RFP) to obtain qualified perspective contractors to perform structural and related pest control through Integrated Pest Management (IPM). The issuing departments for this RFP are County IPM Administration, Office of the County Executive and Procurement Department.

### **B. Inquires**

All inquiries concerning the Administrative, Cost & IPM- Personal & Technical specifications should be addressed to:

County of Santa Clara  
Procurement Department  
Attention: Cheri Barkley  
333, West Julian Street, Suite 400  
San Jose, CA 95110

All questions should be submitted in writing, citing the particular proposal section and paragraph number. Prospective contractors should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all contractors in the form of a formal addendum, which will be annexed to and become part of the ensuing contract.

## **SECTION II - INTRODUCTION**

### **A. Scope**

This document is a Request for Proposal (RFP) to obtain qualified perspective contractors to perform Landscape maintenance and related Integrated Pest Management (IPM). The issuing departments for this RFP are the County IPM Administration, Office of the County Executive and the Procurement Department. The services of RFP will be limited to County of Santa Clara departments. Non-profit organizations, which would like to utilize this process may do so with written permission from County IPM Administration.

The intent of this specification is to request technical proposals from perspective IPM contractors to ensure contractors meet the County of Santa Clara IPM Technical & Experience qualification requirements in the performance of Structural & related IPM for the County – logistically. Once the Request for Qualification (RFQ) [Section III](#) is evaluated, [Section VI](#) will determine that RFQ qualified contractors further qualify. The contract will be awarded to the lowest responsible bidder among the RFQ qualified perspective contractors.

All qualified perspective contractors may under the county discretion be asked to submit RFP for specified project definition(s). The project definition for this RFP is for Structural and related IPM for the County.

### **B. Background**

The County of Santa Clara recently adopted Integrated Pest Management and Pesticide Use Ordinance No. NS-517.70 ([Appendix A](#)).

IPM-Wildlife is a relatively new concept in urban areas. Wildlife management is often thought of in terms of protecting, enhancing, and nurturing wildlife populations and the habitat needed for their well being. However, many species at one time or other require management actions to reduce conflicts with people or other wild life species. The growing need to reduce wildlife-people conflicts, public attitudes and environmental regulations, traditional tools to control such as toxicants and traps needs review. Agencies and individual carrying out control programs are being more carefully scrutinized to ensure that their actions are justified, environmentally safe, and in the public interest.

IPM-Wild Life Management activities must be based on sound economic, ecological, and sociological principles and carried out as positive, necessary components of overall wild life management program a planned program, for long-term pest suppression. The process is based on surveillance and the interpretation of data to estimate the pest population in a given area. This monitoring allows accurate decisions to be made on when control measures are needed, the type of control measure(s) selected, and the method of application.

Control practices in an IPM program must extend beyond the application of pesticides or trapping of wildlife to predominantly include structural or site and procedural modifications, which establish physical barriers to pests, and reduce the food, water, and harborage available to them.

The contractor shall furnish all labor, materials, and equipment to implement the surveillance, trapping, and pesticide application aspects of the IPM program. The contractor shall also make detailed, site-specific recommendations for structural/site and procedural modifications to achieve pest suppression.

### **C. Objectives**

This RFP is intended to accomplish several objectives:

- The utilization of this process will assist in expanding the County's use of Integrated Pest Management practices in a uniform, consistent manner, streamlining IPM & Pesticide Use reporting.
- The use of this RFQ/RFP (after the initial screening for Qualifications) will facilitate user department contracting of pest control.
- Contractors will benefit by having to only submit one initial detailed proposal in response to RFQ/RFP rather than submitting a detailed proposal for each individual RFP.
- The County's contracting practices for pest control will become more uniform, less labor intensive in the future.
- It is envisioned that the cost of pest control will decrease as IPM is expanded and the contract process facilitated.
- Those user departments who have existing in-house programs for pest control and desire to implement IPM will benefit from available expertise of this contract resource.

### **D. Definitions**

1. **"Pest Control"** shall mean the system used to reduce or eliminate pests from the office or building environment or land or water and enhance safety of occupants or users.

2. **"Integrated Pest Management (IPM)"** is a decision-making process for managing pests using monitoring to determine pest-caused injury levels and combining biological control, cultural practices, mechanical and physical tools, and chemicals to minimize pesticide usage. The method uses extensive knowledge about pests, such as infestation thresholds, life histories, environmental requirements, and natural enemies to complement and facilitate biological and other natural control of pests. The method uses the least hazardous pesticides only as a last resort for controlling pests.

3. **"Project Definition or Description"** shall mean the individual structure or land or water body descriptions or projects which will be defined by the user department using this contract. Only those contractors who submit a successful RFQ will be eligible to bid the individual project definitions. All terms and conditions of this RFP will apply to the project definition unless otherwise stated in the project definition itself.

4. **"User department"** shall mean any County of Santa Clara department that desires to utilize this contract.

5. **"RFP-Selection Committee"** shall mean committee reviewing the submitted proposals comprised of one and or two person representing all User Departments, Two persons representing IPM-Technical Advisory Group, One person representing Procurement department and County IPM Coordinator.

## **SECTION III COUNTY OF SANTA CLARA INTEGRATED PEST MANAGEMENT REQUEST FOR PROPOSAL (RFP) SPECIFICATIONS**

This is a detailed abstract from the Request for Proposal (RFP) specification that will be used for bidding the backdrop of Landscape maintenance and related IPM contracts provided by County of Santa Clara. All Perspective Contractors must submit their Qualifications bid in separate envelopes, after the County qualifies the contractor the County will evaluate their Cost Proposal. Contractor must meet these requirements prior to accepting [Section VI](#) of Request for Proposal (RFP). [Section VI](#) of all unqualified candidates will be unopened and returned to respective unqualified bidder.

This package includes all of the terms and conditions that a contractor must meet in order to successfully perform a Landscape maintenance & related IPM program or provide the IPM consulting services.

To understand the entire process of RFP, the process is divided into following sections:

This RFP section is subdivided into two categories:

- A. RFQ (REQUEST FOR QUALIFICATION)**
  - 1. QUALIFICATIONS OF PROSPECTIVE CONTRACTORS**
  - 2. IPM-TECHNICAL SERVICE REQUIREMENTS**
  - 3. RFQ PROPOSAL SUBMITTAL**
- B. PROCUREMENT ADMINISTRATIVE SPECIFICATIONS, REQUIREMENT & COST PROPOSAL**

## **SECTION IIIA QUALIFICATIONS:**

### **1. Qualifications of Prospective Contractors**

NOTE: All contractors' qualifications will be reviewed and a determination will be made that they meet these qualifications. However, they will be sited here so that Departments may be aware of them and assure themselves that the contractor still meets these requirements. Personnel turnover, etc. may effect a vendor's qualifications at any point in time. Contractor must notify GSA Procurement of any change in company.

#### **1.0 General:**

The contractor certifies that it meets the following requirements for submitting a RFP for IPM Services and shall provide verification of such within their proposal.

**1.1.0 IPM for Wildlife Pest Management (Agriculture Category may vary):** The IPM specified by this contract is intended to suppress populations of all wild life on grounds (Non Production Agriculture)(Rodents, Carnivore other Mammals, Birds, Reptiles, Amphibians) and any other vertebrate pest not specifically excluded from the contract.

1. The contractor has been in the professional pest control business handling wild life pest management accounts for **at least five years** immediately prior to the submission of this RFQ. Contractor must submit a list of **at least five verifiable references** in the form provided herein from accounts for which work, comparable to that contained in these specifications, has been completed or is currently in progress. (Note: All references shall specifically show IPM methods.)

2. The contractor maintains a current Wild Life Management/ Control Operators license as issued by Department of Pesticide Regulation, State of California. The contractor must provide a copy of this license with the RFQ.

3. The Contractor and pertinent personnel are certified to perform the work specified herein in accordance with the regulations of the California Structural Pest Control Board and the California Department of Pesticide Regulation. Further, the contractor must be currently registered to perform wild life pest management/control with the Santa Clara County Division of Agriculture (Agriculture Commissioner's Office) and shall maintain such registration through

the duration of any pest control service agreement with Santa Clara County.

4. The contractor has never previously failed to perform satisfactorily in connection with public bidding or public contracts.

5. The contractor shall have access (written contract) to a Board Certified entomologist (Entomological Society of America). A Board Certified entomologist as a full time employee is highly desired, but not an actual requirement.

6. The contractor has access to or can obtain the services of a certified accredited professional mammal gist, zoologist, biologist, arborist, horticulturist, agronomist and ecologist to provide supportive consultation and training under this contract.

7. The contractor complete the Bidder's Information Form provided herein and submits with their proposal.

8. The Contractor licenses in accordance with the provisions of the State Business and Professions Codes and California Fire Code.

Any other category, which may apply to any work in the facilities indicated herein.

9. The contractor has never previously failed to perform satisfactorily in connection with public bidding or public contracts.

## **2.0 Personnel:**

Contractor must complete the Proposer Information Form provided herein. The contractor shall provide, in the proposal, the names of all pest management personnel to be assigned to this contract, and pertinent information regarding their qualifications, experience and training. Throughout the life of this contract all personnel providing on- site pest management services must be certified in appropriate jurisdictions as qualified pesticide applicators in the appropriate category of their work as listed above. No unqualified personnel will be permitted to work on site.

### **2.1.0 Qualifications and Experience**

**a) IPM Service technicians** to be used by the contractor must possess the following minimum qualifications and experience:

1. Good knowledge of problem pests and methods of reducing or eliminating food and harborage of same, concepts of habitat modification, and the proper and safe use of least toxic pesticides.
2. Possess wild life management/control License in the appropriate category.
3. At least **two (2)** year of recent full-time paid experience in professional pest control with experience in license categories & facilities similar to those outlined herein.
4. It is preferred, but not required, that IPM Service Technician possesses Certification in safety, sanitation, housekeeping, maintenance, sanitation for maintenance. However, the IPM service technician must demonstrate his/her knowledge, training or likely training registration with accredited institution such as Wild Life Pest management courses offered by University of California, University of Purdue, University of Nebraska-Lincoln etc. in this regard.

The contractor shall provide, under this contract, only qualified pest management personnel with adequate experience in the conduct of IPM programs. All on-site personnel must understand current practices in this field and be able to make judgments regarding IPM techniques.

Any substitutions, additions, or replacement of personnel from those cited in the contractor's original proposal must be submitted to the County IPM Coordinator for approval prior to their starting work under this contract.

The contractor must meet the following specific staff requirements:

**b) On-Site Supervisor:** A supervisor and an alternate must be identified in the proposal. The supervisor must have the contractor's authority to act on matters pertaining to the performance of services required under the contract. This individual shall assure safety and carry out coordination and continuity of the program routine. The supervisor and alternate shall both have a working knowledge of this contract and the detailed Pest Management Plan and schedule for each site. The supervisor and alternate must both meet the qualifications identified under "Pest Management Technicians".

**c) Zoologist, Mammal gist, or Board Certified Entomologist (Entomological Society of America) and or Pest Control Advisor (PCA) certified by California Department of Pesticide Regulation:** The contractor shall have access to above mentioned subject matter specialists who will have primary responsibility for the conduct of this contract and who will be available for routine and emergency consultation. It is preferred, but not required, that the subject matter specialist in appropriate category be a full time employee. If the entomologist is not on staff, the contractor must show evidence of contractual arrangement to ensure availability of the subject

matter specialist in appropriate category. The following minimal documentation regarding this individual's experience and training shall be provided in the proposal:

- Resume, including current home address.
- Bachelor's Degree in entomology from an accredited university; or a Bachelor's Degree in biology, chemistry, or other life science. Active Membership in the Wild Life Management Association is also required & Licensing in appropriate categories of work to be performed or hired for.
- Current certification in the appropriate jurisdictions under Structural Pest Control Board in the appropriate category of consulting as applicable is also required.

**2.1.1 Conduct** -- The contractor and pest control personnel shall maintain the highest standards of conduct and integrity while on facility premises.

**2.1.2 Appearance** -- Pest control technicians shall wear a distinct uniform with the company's name displayed and present a clean, neat and professional appearance. Technicians shall have an identification photo also.

**2.1.3 Identification** -- The contractor's personnel shall wear proper company identification when servicing the facilities.

**2.1.4 Personnel's Equipment** -- The contractor shall supply and insure that each service technician assigned to these facilities maintains the necessary and required equipment for the safe use and application of pesticides if it is required by conditions.

**2.1.5 Replacements** -- The contractor shall be responsible for the orientation of replacement personnel who are not familiar with the facilities to be serviced.

**C.** The fact that this bid proposal has been furnished to you by the Procurement Department does not mean that County of Santa Clara has made a determination that your firm can comply with the prerequisites and other qualifications necessary and required in order to enable you to submit a bid.

**D.** Prospective Contractors are advised that the County's intent in having requirements [IIIA-1-1.0](#) & [IIIA-1-2.0](#) above is to ensure that only qualified and reliable Contractors perform the work of the contract. The County recognizes that there may be equally qualified and reliable Contractors who do not meet all of the above requirements specifically as stated above, but may in fact meet the objectives and criteria in some other

manner. However, the Contractor shall have the burden of demonstrating to the County's satisfaction that it can in fact perform the work. This shall be in the form of written notarized statements as to the Contractor's experience, references, listing of contracts performed, financial statements, manpower, or ability to respond to the County. County must be able to verify all statements made.

The County of Santa Clara retains the right to request any additional information pertaining to the contractor's ability, qualifications, and procedures, as it deems necessary to ensure safe and satisfactory work.

**Note: Any Contractor failing to submit in whole or in part the above-notarized statement attesting to its qualifications may result in a rejection of the bid of that Contractor.**

## **SECTION IV RFQ-IPM TECHNICAL SPECIFICATIONS.:**

The general and specific program requirements outlined in this section apply to both these RFQ and the resultant individual project definition bid by the user departments. Of necessity, some of the inspections and other specific requirements can only be done at the time of bidding a particular facility or group of facilities as outlined in the project descriptions. Nevertheless, they are outlined here to give prospective contractors and user Departments an overview of the entire contract and IPM program requirements. Contractors are referred to [SECTION IV & SECTION IX](#), which outlines what must be submitted in their proposal.

### **1.0 GENERAL IPM PROGRAM REQUIREMENTS**

It is generally recognized by virtually all acknowledged pest control scientists, experts and regulatory personnel that chemical usage, have and by itself, will not produce safe, long-lasting and effective control and elimination of insect and other pests. It is required that as a qualified and experienced pest control operator, the contractor is familiar with the Integrated Pest Management (IPM) concept now recognized as the most effective and up-to-date approach to modern professional pest control.

This program incorporates the advantageous use of all appropriate control options including: education, habitat modification, sanitation, alteration of maintenance activities, trapping and chemical controls -- so that pests and the environment can be managed in such a way as to balance cost, benefits, public health, safety, and environmental quality through the cooperation of all concerned.

Therefore, it is the duty and obligation of the contractor to institute an IPM program in each facility and to supply all services within the framework of this program. The contractor is to elicit the cooperation of the user department-building management and others concerned in order to protect the health, safety and well being of tenants, staff and pest control technicians, to insure compliance with regulatory regulations and guidelines and to guarantee the maximum effectiveness for the money and effort invested.

General requirements of the IPM program shall include the following for each building specified in this contract:

- 1.1.0 **Contractor & User Department understanding of County of Santa Clara Integrated Pest Management & Pesticide Use Ordinance NO. NS-517.70:** Prior to preparing project definition (by User Department representative or submitting RFQ (by Perspective Contractor), they must familiarize themselves with the ordinance ([Appendix B](#)) as stated. Should they have any questions in this

regard, they should send it in writing via mail, fax or e-mail to Procurement Department for clarification. Answers will only be given in writing. Allow or expect at least 10 working days time or less for inquiries.

**1.1.1 Initial Inspection:**

A thorough, initial inspection shall be conducted during the first month of the contract by the contractor's entomologist/zoologist/Mammologist and the user department representative (preferably Department IPM Coordinator). The purpose of this initial inspection is for the contractor to evaluate the pest control needs of the premises and to discuss these needs with the Department.

The following specific points should be addressed:

- a) Identification of problem areas in and around the building/grounds.
- b) Identification of structural/ground features or personnel practices that are contributing to pest infestations.
- c) Discussion of the effectiveness of previous control efforts.
- d) Facilitation of contractor access to all necessary areas. Access to building/ground space shall be coordinated with the user Department representation.
- e) Informing the contractor of any restrictions or special safety precautions.

**1.1.2 Submission of Plan**

Following the initial inspection, the contractor will develop a detailed Pest Management Plan and Service Schedule for each building. This written plan and schedule must be submitted to the user Department representative for approval prior to initiation. The plan and schedule should address any structural/grounds or operational changes, which might facilitate the pest management effort. In addition, the plan must identify the proposed primary pesticides and alternatives by California Environmental Protection Agency (EPA) accepted common name (generic name) **(Please note that Pesticide Selection is limited to County of Santa Clara "Approved List of Pesticides")**; the building/ground; and rationale for each type of use. Proposed trapping, exclusion devices for pests, if any, should also be included. The plan should describe in

detail the contractor's means for monitoring pest populations in and around the building.

Frequency of inspections and treatment by the contractor shall depend on the specific pest control needs of the premises. At the minimum, the inspections shall be done monthly. Following guidelines will help you to define your IPM Inspection Frequency:

- a) Exterior Grounds or Perimeter of the Building shall be visually inspected for the signs of arthropods, rodents, birds and other wild life at least once per month.
- b) Exterior Bait Stations shall be inspected at least once per month or more frequent as needed in case of any problem encountered.
- c) Trapped rodent shall be removed within 24 hours or as requested by the user department representative.
- d) If you encounter rodent, birds or any other wild life problem and intend to place traps (such as glue traps or mechanical traps), you must ensure to provide daily, weekly or biweekly follow up as needed until problem is solved. Traps shall be removed, once problem is over and you return to routine maintenance inspections.
- e) Preventive placement of traps is suggested, only if you are in a position to monitor the same at least on weekly basis.

The plan and schedule shall be submitted not more than **ten (10) working days** following the initial inspection of the premises. The user Department will render a decision regarding the acceptability of the plan and schedule **within ten (10) working days** following receipt. The contractor shall be on-site to implement the plan and schedule within **five (5) working days** following notice of approval of the plan. If the plan is disapproved, the contractor shall have **three (3) working days** to submit a revised plan and schedule.

Any subsequent changes in the plan and schedule must receive the concurrence of the Department IPM Coordinator. Prior to approval, Department IPM Coordinator's are encouraged to discuss the technical merits of any proposed changes in IPM program with County IPM Coordinator.

Any subsequent changes in the "approved pesticide list" must receive the concurrence of the County IPM Coordinator.

**1.1.3 Monitoring and Inspection**

A critical aspect of the Pest Management Plan shall be the establishment of a monitoring and inspection program to identify infested zones and allow an objective assessment of pest population levels. Monitoring and inspection shall be continued throughout the duration of this contract. The contractor shall describe in his proposal his approach to meeting this requirement.

**1.1.4 Structural/Ground Modifications**

Unless otherwise stated in the project definition, structural/Ground modifications for pest suppression shall not be the responsibility of the contractor. The contractor shall make recommendations to the user department of what structural/Ground modifications can reasonably be accomplished. However, Contractor must provide adequate pest management even if structural/Ground modifications have not been accomplished as requested. Non compliance to the structural/Ground modification can be discussed with the Department IPM coordinator and if there is need with the County IPM Coordinator, so that issues can be resolved to provide effective, efficient, economical IPM program.

**1.1.5 Pesticide Treatment**

The contractor shall not apply any pesticide, which has not been listed on the "County of Santa Clara Approved List of Pesticides" or specifically approved by under specific exemption or Emergency Use exemption (IPM & Pesticide Use Ordinance No. NS-517.70 Division B-28-5.

As a general rule, application of pesticides in any area inside or outside the premises - i.e. in any room, closet, hallway, stairwell, court, driveway, planting bed, and similar locations - shall not occur unless inspections or monitoring indicate the presence of pests in that specific area and alternate IPM methods or measures (physical, cultural, mechanical, biological) fail to suppress the pest population. An actual specimen of an insect pest, or active signs of same, must be seen before pesticides are applied. A rodent dropping, burrow, or runway is sufficient to indicate the presence of rodents in an area.

Preventive treatments as applicable by California law & Regulations (Department of Pesticide Regulations) and or California Structural pest control Board, of inside and outside areas where inspections indicate a potential insect or rodent infestation are acceptable only on a case-by-case basis with approval from the user department in consultation with County IPM Coordinator. The contractor must

indicate areas for the preventive treatment in the Pest Management Plan for the building and list the methods of application.

#### **1.1.6 Record Keeping**

The contractor shall be responsible for maintaining a complete and accurate pest management log ([Attachment B](#)). In order to streamline and to provide consistent, uniform integrated pest management reporting system, contractor is only permitted to use County of Santa Clara Pest Management log and "Pest Surveillance Data Form" ([Attachment C](#)) Each building that is serviced under this contract shall have its own logbook, which will be kept in the user department designated office and maintained on each visit by the contractor.

The log shall contain the following items:

- a) A copy of the Pest Management Plan and Service Schedule for the building.
- b) A copy of the current label and EPA registration number (California DPR Registration Number) for each pesticide used in the building or site, including the Material Safety Data Sheet. Pesticide labels are normally interpreted as including in-depth safety and use documentation.
- c) Pest surveillance data sheets which record, in a systematic fashion, the number of pests or other indicators of pest population levels revealed by the contractor's monitoring program for the building: For example, number and location of cockroaches trapped by zone monitors, number and location of rodents trapped or carcasses removed, number and location of new rat burrows observed, degree of feeding in rodent bait stations, etc. Attached is a sample "Pest Surveillance Data Form" ([Attachment C](#)) which shall be used.
- d) The location of all traps, trapping devices, and bait stations in or around the premises. This information can be in either tabular, list, or map format. However, map format is preferred. Attached is a sample of Pest Control Device Schematics ([Attachment D](#))
- e) The user department's work order or other requests to service log form ([Attachment E](#)). These forms will be supplied to the contractor by the user department and will be used to advise the contractor of routine service requests and to document the performance of all work. Upon completion of a service visit to the building, the contractor's representative performing the

service shall complete, sign and date the log, and return it to the user department's office on the same or succeeding day of the performance of the service.

- f) The contractor's Service Report forms ([Attachment F](#)), documenting arrival and departure time of the contractor's representative performing the service, and all information on pesticide application required by statute. These report forms may incorporate some or all of the past surveillance data required in item 3 above.
- g) The contractor may duplicate the information on their own work tickets, invoices or reporting systems, however Contractor must also comply with County of Santa Clara Reporting formats.

#### **1.1.7 Special Requests and Emergency Service**

The regular service shall consist of performing all components of an IPM program other than in structural modifications, as described in the contractor's detailed plan and schedule for each building during the period of this contract.

The user department representative shall place occasional requests for corrective action, special services beyond the routine requests or emergency service, with the contractor's on-site supervisor. The contractor shall respond to requests for emergency service on the day of the request. The contractor shall respond to special service requests within **2 hours** after receipt of request and furnish the service with in **24 hours** after receipt except for emergencies such as life threatening situations related to pest or pesticide use. All emergency and special services shall be recorded ([Attachment G](#)). In the event that such services cannot be completed within the above-stipulated time frame, the contractor shall immediately notify the user department representative and indicate an anticipated completion date.

The contractor shall describe in the Qualifications Section proposal his capability of meeting emergency and special service requests (e.g., radio-dispatched service, cellular phone, paging system, Toll Free Emergency Phone Number, Weekend and Off Time Emergency Contact List, name of office personnel handling the account, availability of trucks and personnel, etc.).

#### **1.1.8 Chemical Controls**

Since this is an IPM contract, chemical controls shall be used primarily as a last resort and only after approval by the user department representative on a case-by-case basis. When

chemical controls are utilized, the following conditions shall be applicable:

- a) Approved List of Pesticide – The contractor will only apply pesticides listed under County of Santa Clara approved list of pesticide.
- b) Samples - The user department shall receive from the contractor or its technicians such samples of chemicals and materials for laboratory analysis as it may require.
- c) Ineffective Chemicals - Success in pest control is largely determined by the skill of the pest control technician and the cooperation received from all concerned and involved in a particular pest problem. In cases where it has been determined that a particular chemical in use at these facilities has, indeed, lost its effectiveness due (e.g., to a resultant increase in resistance in the target pest population) the contractor shall replace such ineffective chemicals with more effective ones only with the approval of County IPM Coordinator. **The contractor shall bear the cost of any risk assessment studies or consultant work as it may be required to include the requested chemical to the “County of Santa Clara Approved List of Pesticide”.**
- d) Safety and Chemical Data - Within thirty (30) days from the start of this contract, the contractor shall provide to the user department representative, his safety officer or other designate, the following most current safety and technical data for chemicals to be used in these facilities:
  - I. A list of chemicals including trade name and name of active and inert (including carriers and propellants) ingredients chemicals and their respective chemical classifications (i.e., Botanical etc.) Note: Chemicals, where necessary, shall be restricted to non-persistent chemicals that are least harmful to people and the environment.
  - II. Material Safety Data Sheets for each chemical.
  - III. Copies or sample labels for each chemical.
  - IV. Antidote data where applicable, including a copy of a standard quick reference chart.
  - V. A list of poison control centers and respective telephone numbers as they may apply to the geographic areas in which these facilities described herein are located.  
([Attachment H](#))

- VI. All chemical controls shall be applied at night or on weekends except insecticide or rodenticide baits, and the contractor shall cooperate with the user department representative to properly ventilate, where necessary, the premises before tenants occupy the building.
- VII. Contractor shall cooperate with the user department representative to place proper public notices or otherwise inform building occupants when chemical controls will be applied, what controls will be applied, etc. and comply with Section B28-7 Posting of Pesticide Use of the County of Santa Clara IPM & Pesticide Use Ordinance requirements.

## **2.0 SPECIFIC PROGRAM REQUIREMENTS**

### **2.1.0 Manner and Time to Conduct Service**

It shall be the contractor's responsibility to carry out work according to the detailed Pest Management Plan and schedule developed for each building or site. The contractor's on-site supervisor shall be responsible for coordination with the user department or representative at the beginning of each visit. The purpose of this coordination is to review the plan and schedule and to receive information on problem areas needing corrective action.

Services, which do not adversely affect tenant health or productivity may be performed during the regular hours of operation in the various buildings. When it is necessary to perform work on weekends or outside the regularly scheduled hours set in the contractor's plan and schedule, the contractor shall notify the user department representative **at least three (3) days in advance**, and all arrangements will be coordinated between the user department representative and the on-site supervisor.

All application of toxicants, when necessary, is to be done at night or on weekends to allow for ventilation before tenants reenter the facility. To facilitate posting requirement for any chemical application as set forth in the Section B28-7 (a)-i of the IPM Ordinance; contractor shall notify the Department IPM Coordinator **at least five (5) days in advance**.

The contractor shall allow the user department representative sufficient time to inform tenants or application and assure the security of the areas treated.

The contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering the building. The user department representative will explain to the contractor and any restrictions associated with these special areas. These restrictions shall

be adhered to and incorporated into the contractor's detailed plan and schedule for the building.

All persons employed under this contract shall be subject to County regulations and items listed under Guidelines for Project Conduct ([Appendix A](#)) as are applicable during the time spent on County property. User Department will supply building passes to the Contractor.

All contractor personnel, while working in or on government-owned or leased premises, shall wear distinctive uniform clothing. The uniform shall have the contractor's name easily identifiable, affixed thereon in a permanent or semi permanent manner. Additional personal protective equipment required for the safe performance of work must be determined and provided by the contractor. Protective clothing, equipment, and devices shall as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the contractor must be identified in accordance with State, County and local regulations.

#### **2.1.1 Pesticide Products and Use**

The contractor shall be responsible for the safe use of pesticides. All pesticides used by the contractor must be registered with the EPA, California Department of Pesticide Regulations and appropriate County and/or local jurisdiction – listed on County of Santa Clara [Approved list of Pesticide \(Under Evaluation will be ready by Late December, 2002\)](#) [Appendix D](#) Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, County, and local laws and regulations. The environment and the public shall be protected at all times.

Prior to performing a Ground spray treatment (such as repellents), the contractor shall submit a written request for approval to the user department representative **at least seven (7) days prior to the proposed treatment time.** The request must identify the target pest, time and specific place(s) of treatment, pesticide(s) to be used, method of application, precautions to be taken to ensure the containment of the spray to the site of application. No space application of pesticide shall be made without the written approval of the Department IPM coordinator and County IPM Coordinator. No space application of pesticide shall be made while tenant personnel are present.

No product identifiable as a fumigant shall be used in any County space for any purpose until otherwise approved by County IPM Coordinator under Specific Use or Emergency Use Exemption.

### **2.1.2 Rodent Control**

Snap traps and trapping devices (including glue boards) used in wild life control must be checked daily. **The contractor shall dispose of rodents filled or trapped within 24 hours.** Traps shall be placed out of the general view. Vermin proofing/exclusion should be emphasized as primary method of wild life management in such areas.

All rodenticide regardless of packaging shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant (often termed "tamper-proof") bait boxes. Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be labeled and dated at the time of installation and each servicing. All bait boxes shall be placed and maintained in accordance with EPA regulations with an emphasis on the safety of non-target organisms. The following points shall be strictly adhered to:

- a) The lids of all bait boxes must be securely locked or fastened shut.
- b) Bait must always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
- c) All bait boxes must be securely attached or anchored to the floor, ground, wall, etc., so that the box cannot be picked up or moved.
- d) Liquid and solid poison baits shall be placed in distinctively marked bait stations or sturdy plastic, metal or wood construction--no paper or cardboard stations--and placed in areas normally inaccessible to users of the facilities, particularly children and pets. Covered bait stations shall be used in dietary, food processing, storage and handling areas. Parafinized and weatherproof baits shall be used in wet areas.
- e) All bait stations and traps shall have such tags or labels affixed so as to enable the pest control technician to enter his signature and date after each service. All bait stations and trap locations shall be marked by placement or a distinctively colored removable self-adhesive sticker placed on the nearest wall or column to make quick identification of each location.

The contractor shall make a trap schematic plan of each area where bait stations and traps are located, number each bait station and trap and enter the location of each numbered bait station and trap in the diagram. These plans or diagrams shall be kept with the other records required to be kept on the facilities as indicated herein. A Rodent Control Service Record Form shall be completed, indicating the service of each bait

station and trap and turned in at the completion of each service visit. Similar records should be kept for any traps (e.g.: glue boards) and for any treatments (chemical or non-chemical).

The contractor shall be responsible for picking up and disposing of all rodent carcasses within 24 hours of being notified by the user department representative.

### **Service to Baiters and Traps**

Rodenticide/other pesticide bait maintained in bait stations as preventive treatment must be changed at least once monthly or when rodent activity in the station is evident.

All rodent stations/ traps, and insect traps will be numbered:

- On a distinctive wall or fixture symbol indicating type of device
- On the station
- On the Service Index/Guides
- On the floor plan to the customer establishment, found in the Logbook

Station numbers will be prefixed with following letter to identify the type of Station:

- |   |           |
|---|-----------|
| ➤ A-Attract/Monitor                           | e.g. A3   |
| ➤ B-Bait Station                              | e.g. B12  |
| ➤ G-Glue board                                | e.g. G14  |
| ➤ K-Mechanical Mousetrap                      | e.g. K40  |
| ➤ KG- Mousetrap with Crawling Insect Gluetrap | e.g. KG-3 |
| ➤ R-Rat Snap Traps or Glue Trap               | e.g. R2   |
| ➤ P-Pheromone Trap                            | e.g. P5   |
| ➤ L-Flying Insect Trap                        | e.g. L3   |

Should additional temporary stations be installed because of heavy infestations, first using the number of the closest permanent station to the location and adding sequential numbers will number these stations.

Example: G15-1, B12-2, K4-1, and K4-2. The numbers of temporary stations will be placed:

- On the stations
- On the Service Index/Guide

Rodenticide bait stations will not be located in areas where food for human or animal consumption is prepared, stored or served unless approval is granted by the County IPM Coordinator. Such approval shall only be granted when:

- An infestation exists which requires special and additional service and where other control techniques are not suitable.
- Baits can be placed in remote locations away from human activity where the bait can not contaminate food and food handling surfaces and as required by product label and legislation requirements.

The type and location of such additional stations is recorded in the Service Guide. The additional stations are removed immediately upon control of the infestation and so reported.

### **2.1.3 Inspection**

Throughout the duration of this contract, User Department staff to determine the effectiveness of the program and contractor compliance with the contract will inspect the premises covered periodically. County IPM Coordinator may also review or inspect the program effectiveness as needed. Inspection results will be documented in writing. The contractor shall promptly initiate actions to correct all deficiencies found.

It shall be the contractor's responsibility to furnish an adequate supply of materials necessary for User department personnel to inspect the interior of all rodent bait stations. These materials may include Allen wrenches to loosen and re-tighten fasteners, keys to open locks, or replacement self-locking plastic ties. Implements to cut plastic ties or seals are not included under this provision.

### **2.1.4 Emergency Service**

Response to all daily work orders requests shall be made at no extra cost.

## **SECTION V – QUALIFICATIONS SUBMITTAL**

Qualifications submitted by the contractor shall include, but not necessarily be limited to, the items of information requested below. Prospective contractors are advised, Qualifications are judged on personnel qualifications, IPM experience, technical merits and contractors answers to Approach to IPM projects as asked in the following format. It is in the Proposers best interest to provide a complete and detailed proposal. You may be asked to present the proposed cost to the Selection/Evaluation committee, if required. Each proposal shall follow the format below. Each item numbered below shall form a separate section as outlined and shall be referenced in the Table of Contents, separated by index cards in a binder for easy reference. Five (5) Additional Copies (Photocopies) shall be submitted along with the Master copy as explained above.

The proposal shall include and will be evaluated on the following:

### **1.0 Executive Summary**

- a) Describe briefly history of the company, corporate background and a history of the company's involvement with the practice of IPM.
- b) What is your company's Pest Management philosophy?
- c) Are you active member of Pest management trade & related associations? If so, list name of associations with their address & telephone numbers?
- d) What is your employee turnover rate compared to the rest of the pest management service industry?
- e) Describe your company policy on Employee technical & safety training.
- f) Describe your company policy on Safe Driving.
- g) Does your company have uniform code for the employees? Describe?
- h) Are your company vehicles identified by Company decals?

### **1.1 Technical Support to Company's Staff and IPM Awareness Training to the Customer**

- a) Do you have technical support team that provides informational, interactive IPM awareness to Company's staff as well as Customer? Describe.

## **1.2 Quality Assurance**

- a) Do you have Quality Assurance Team that provides random or pre determined inspections to evaluate the progress of IPM program and how often? Describe.
- b) Describe your company's quality assurance approach?
- c) How do you handle non-compliance and assure quality or work? How does your management ensure that IPM service work is carried out as per the specification?

## **1.3 Personnel**

- a) A description of how the contractor's personnel meet the qualifications stated herein. Resumes of Entomologist, Scientist, Pest Control Advisor, On-Site Supervisor, and Service Technicians shall be included.
- b) What is the length of employment with your company and years of experience of Service Technician and On-Site Supervisors who will be assigned to this project?

## **1.4 Logistics of Operations**

- a) Describe your office location, distance in comparison to area of work.
- b) Does your company provide 24 hours 7 days a week customer service support?
- c) Does your company have on staff live customer service personnel or it's a third party messaging service?
- d) How do you keep a track of customer complaints or phones? How do you close the loop on customer complaint calls, which requests have been taken care of in timely manner?
- e) Describe how many service technicians will be assigned to this project full time and or half time? Describe back up support?
- f) Describe how many service calls per day, proposed service technicians handles other than work for County of Santa Clara. Is he/she will be dedicated Service Technician for this project alone?

- g) Describe mechanics of Emergency response – Emergency Response Team Flow chart, Pager, Cellular phone, Toll Free Number etc. How much time would it take to respond to emergency calls?

**1.5 Licenses**

- a) Submit copies of all vendor & applicator Business & licenses and related certifications as applicable, including those for each technician, On-Site Supervisor, Entomologist etc.

**1.6 General Plan**

1. General Plan

**Submit three wildlife management plans for the following:**

California Ground Squirrel Management (A serious infestation of 30 plus squirrels per acre) at Airport facility (10 Acres) surrounded by Golf Course on West Side, Natures preserve on East Side.

Norway Rat infestation in a Park (10acre) around picnic tables, Game posts, Baseball Dugout, Water fountains and embankment of the creek.

Pigeon Control, Exclusion & Hygiene Services on (20) Dorms (Average 20 pigeons per Dorm) at a Correctional Facility.

- a) Describe who will do the initial comprehensive inspections, how much time is estimated to be spent and how the detailed plan and ongoing inspection and monitoring schedule, frequency of service for various areas will be developed.
- b) Describe how pest harborage, food, water resources and access or entry points will be inspected, monitored, managed or rectified.
- c) Describe by type of pest, the inspection, monitoring and intervention techniques that will likely be applied. Also, elaborate how these techniques may vary depending upon differences in locations.

**1.7**      **IPM Experience**

List at least five (5) verifiable customer references of similar nature as the project demands, where IPM has been practiced for at least for three (3) or more years.

These records shall include:

- a) Name, Address and phone number of references where IPM techniques were utilized.
- b) A description of actual pest interventions utilized.
- c) Qualifications of the staff that made the interventions
- d) The amount of time spent by staff implementing the IPM interventions
- e) List the actual non-chemical and chemical products utilized in the intervention techniques described in (b) above. Also, detail the criteria used to determine the selection method of application and frequency utilized.
- f) What was the outcome of the IPM program? Was it successful or not? If no, state the reasons.
- g) Dummy copies of all forms used including the comprehensive inspection, monitoring, intervention and evaluation.

**1.8**      **Additional Information**

The contractor may submit any additional information, which they believe, should be considered in determining whether their company should be awarded a contract.

**SECTION IV – COST PROPOSAL - PROCUREMENT**  
**ADMINISTRATIVE SPECIFICATIONS, REQUIREMENT & COST**  
**PROPOSAL**

**PART 1. INSTRUCTIONS TO CONTRACTORS**

**1.0 Preparation of RFP**

Contractor shall submit the completed Request for Proposal with appropriate attachments or explanatory materials. Contractors must submit their proposal on the County's Proposal Form. All attachments shall be identified with the Contractor's name, proposal number and page number. No oral, telegraph, telephone, facsimile or electronic responses will be accepted. All costs for the preparation of the RFP shall be borne by the Contractor.

**2.0 Proposal Documents** – The following, in addition to this Request for Proposal (RFP), constitute the bid documents and are the instructions and conditions:

1. Santa Clara County Procurement Department Standard Instructions and Conditions.
2. [Attachment "J"](#) - Access & Security Requirements
3. [Attachment "K"](#) - Working Environment
4. [Exhibit "A"](#) - Insurance Requirements
5. [Exhibit "D"](#) – Designation of Sub Proposers
6. [Exhibit "F"](#) - Proposal Coversheet and Contractors Declaration
7. [Exhibit "R"](#) - Customer References
8. [Exhibit "T"](#) – Non-Collusion Declaration

**3.0 Proposal Process Schedule** – The following is an anticipated proposal and engagement schedule. The County may change the estimated dates and process as deemed necessary.

Request for Proposal issue: [November 19, 2002](#)

Submit questions prior to pre-bid conference By: [November 27, 2002](#)

Proposers Pre-bid conference: [December 11, 2002](#)  
9:00 am – 4:00 pm

RFP Due By: [December 30, 2002](#)

Evaluation of RFP by Evaluation Committee By: [Week of Jan. 6<sup>th</sup>](#)

Final evaluation shall be completed approximately thirty (30) days after receipt of RFP

Contract Period is one year with the option to renew for one year periods up to five years.

**4.0 Submission of Response to RFP** – Contractor shall submit the following:

1. Original and five (5) copies of completed Bid Proposal including this completed document.
2. All proposals must be typed or computer generated on standard 8 ½ x 11 inch plain white paper and include a proposal “Table of Contents”
3. Type font must be 10 point or higher.
4. Submit the original response, with signatures of officers indicating concurrence with all aspects of the response.
5. All sections must be clearly identified in the Proposal
6. Pages must be numbered consecutively.
7. Copies of Proposal must be assembled separately and individually fastened in the upper left corner.
8. Use of the U.S. Mail or facsimile is at the Vendor’s own risk. Late Proposals will not be considered unless the County determines that late receipt was due to mishandling by the County staff after receipt of the below address.
9. All Proposals packages will be time/date stamped and recorded by the County upon receipt.
10. Any additional information not included in this RFP will be submitted to all vendors in an Addendum form.
11. The time of receipt that is logged in or time/date stamped is the only evidence used to establish whether a Proposal has been received timely.
12. Customer References: [Exhibit “R”](#)
13. Non-Collusion Declaration: [Exhibit “T”](#)

**Apparent successful Proposer shall provide the following within ten (10) days of request:**

1. Insurance Certificate: See [Exhibit “A”](#).
2. Proof of license

Responses to the Request for Proposal shall be delivered in a sealed envelope **clearly marked with the applicable RFP# addressed to:**

Santa Clara County  
Procurement Department  
333 W. Julian Street, Suite 400  
San Jose, CA 95110

**5.0 Pre-Proposer Conference** – The purpose of the pre-bid conference is for all interested Contractors to ask questions regarding this Request For Proposal. Any questions that you have on the proposal may be submitted via e-mail [cheri.barkley@pur.co.scl.ca.us](mailto:cheri.barkley@pur.co.scl.ca.us) to the Santa Clara County Procurement Department by 5:00 PM on DATE 2002. Any questions that you have after the pre-bid conference must be submitted in writing at least five (5) working days before the bid closing date. The County and Procurement Department make no guarantee that any questions submitted after the pre-bid conference will be answered prior to the proposal closing date. If there are any material changes, an addendum will be issued.

**Date:** [December 11, 2002](#)  
**Time:** 9:00 AM to 4:00 PM  
**Location:** Santa Clara County Procurement Department  
 333 W. Julian Street, Suite 400  
 San Jose, CA 95110

**On this day we will be visiting many sites, it will be good for you to plan on the entire day. Please be prompt.** [Insert Site Schedule \(Attachment L\)](#)

**Contact person(s) for site survey**

<b><u>Department</u></b>	<b><u>Name</u></b>	<b><u>Telephone Number</u></b>
GSA	Cindy Fosi	408-299-4181x2139
Roads and Airports	Tom Wilson	408-494-1314
Roads and Airports	Ron Neal	408-494-1304
Parks & Recreation	Craig Crawford	408-355-2274
Enviornmental Services	Donnell Thomas	408-885-5479
Valley Medical Center	Kim Gelfand	408-885-3286
VMC (Maintenance)	Duane Oberquell	408-885-4400
Library Administration	Frank Garcia	408-293-2326x3004
SSA	Josephina Pugsley	408-491-6390

**6.0 Late Responses** - Contractors shall be responsible for the timely delivery of information. Responses received after the deadline for receipt of RFP responses shall not be accepted.

**7.0 Public Opening of RFP** – There will be no public opening for this Request for Proposal. After award, all proposals will be available for public review.

**8.0 Acceptance of Proposal** - Proposals will remain valid for 90 days from the date of submittal.

**9.0 Examination of Existing Building or Site and Contract Documents** - For each project definition bid, each perspective contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.

Each contractor shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or any other matter concerning the work to be performed in the execution of the work will be accepted by the Procurement Department as an excuse for any failure or omission on governing the work. Contractor, if awarded contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such contractor might have fully informed itself prior to bidding.

Any verbal information obtained from or statements made by representatives of Procurement Department, County IPM Coordinator or user department at the time of examination of the documents or site shall not be construed as in any way amending Contract Documents. Only such corrections or addenda as are issued in writing to all contractors shall become a part of the contract. The representative departments of County of Santa Clara will not be responsible for verbal instructions.

**10.0 Non Collusion Certificate** - Contractor shall execute a non-collusion declaration on the form furnished by the County as Exhibit “T” to this Request For Proposal.

**11.0 Proposal Evaluation Criteria** – The contract shall consist of two (2) separate parts. The first part is a submission of Qualifications. These Qualifications will then be evaluated. Qualified Contractors are notified. If a Contractor does not qualify for the RFP process, the RFP will not be opened and returned to Contractor. If Contractor does qualify the RFP Selection Committee will review the proposals. The [“RFP-Selection Committee”](#) reviewing the submitted proposals is comprised of one and or two person representing all User Departments, two persons representing IPM-Technical Advisory Group, one person representing Procurement department and County IPM Coordinator. The County and the Committee

reserve the right to consider other factors in addition to those listed below. Factors for determining greatest value include, but are not limited to, the following:

**11.2.0. Cost Proposal Submittal -**

The Qualifications ([SECTION V](#)) will be scored on a pass/fail basis. The major evaluation criteria are listed in descending order of importance. Sub-criteria within major evaluation criteria are also in descending order of importance. Any contractor whose proposal is deemed not acceptable may obtain a written explanation by contacting the issuing office (Procurement Department).

**A. Approaches and Scope of Services:**

1. Quality of approach and methodology for performing the effort; extent to which such approach and methodologies clearly demonstrate an understanding of the applicable issues and requirements and will effectively and efficiently accomplish IPM objectives.
2. Quality, clarity and completeness of scope of services, including extent to which the contractor provides detail concerning past IPM records, detail of General Plan and outlines past experience.

**B. Experience:**

1. Quality, extent and relevance of contractor's experience (including any sub-contractor's) in conducting similar efforts, particularly of a magnitude and setting similar to that required for this RFP.
2. Quality, extent and relevance of experience, education and training of key personnel (including sub-contractors) to the requirements of this RFP.

**C. Organizational, Staffing and Management Plan:**

1. Quality of project organization and management plan; extent to which they will provide for successful, timely and fully compliant program implementation as evidenced by the general plan and quality of reporting forms, record keeping and methodologies.
2. Completeness of information regarding organization and extent to which it complies with desired objectives and qualifications stated in the RFQ.

**D. Logistical Support:**

1. Quality of project logistical support - organization and management back up plan; extent to which they will provide for

successful, timely and fully compliant program implementation & emergency response.

2. Service Technician's periphery of work within the 50 miles radius and how many service calls per day assigned other than the project definition.
3. Completeness of information regarding organization and extent to which it complies with desired objectives and qualifications stated in the RFQ.

E. Administrative Qualifications:

Administrative Specification (Conducting Business with Santa Clara County) - This item will not be scored; however, will be the basic requirements for all perspective contractors. Procurement Department with the help of User Department will verify all items included in this section; that the perspective contractor understand and meet these requirements. Non-compliance or acceptance to this section will be an automatic failure for any further evaluation of the proposal.

F. RFP (Cost):

1. The reasonableness and practicality of rates relative to scope of services and requirements of Project Definition & RFQ.
2. The relationship of contractor's price and rates to that of others submitting proposals for the Project Definition.
3. The reasonableness of any exceptions or conditions taken to terms and conditions of Project Definition and or RFQ.

Although cost is an important factor in the evaluation process, the contract will not necessarily be awarded to the Contractor with the lowest cost. Recommendation of contract award will be made to the Contractor best able to provide the requested services. The County reserves the right to reject any or all Proposals. An Evaluation Committee will be established to evaluate the proposals that are submitted. This committee will select proposal(s) that best meet the requirements listed above. Finalist may be required to demonstrate software or equipment as required by the Evaluation Committee. Any presentation or demonstration must include the presence of the proposed project team. Award of contract is contingent upon approval from the Director of Procurement and funding of availability.

**12.0 Price**

Proposer agrees that the prices quoted, including any freight charges, are final for the **first three years** of the proposed contract.

In the event of a decline in cost of services, parts or labor, the Successful Proposer shall immediately decrease the rates charged to the County of Santa Clara by the amount of the decrease. In addition, if the Successful Proposer contracts with another government entity for the same services, other terms and conditions being equal, at lower prices offered herein, Proposer shall extend the lower prices to the County of Santa Clara immediately.

**13.0 Price Increases**

The County of Santa Clara may consider a price increase not to exceed 3% at the beginning of the fourth year.

Price increases shall be limited to the amount of labor cost increase incurred by Proposer but in no way shall they exceed the maximums allowed. Such proposed increase must be supported by written evidence of an increase in the prevailing wage rates established by the state of California. Failure of the Successful Proposer to provide documentation satisfactory to the County shall give the County the right to require that the Proposer continue to service the County without the requested price increase until the Proposer submits such documentation.

**14.0 Reservations**

The County reserves the right to postpone the date and time announced for receipt of Request for Proposal by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFP.

**15.0 Notification of withdrawals of Proposals**

Proposals may be modified or withdrawn prior to the date and time specified for proposal submission by an authorized representative of the Proposer or by formal written notice. Proposals that are submitted after the bid closing date will become the property of the County of Santa Clara.

**16.0 Contract Award**

Contract award will be made to the most responsible and responsive Proposer whose proposal best meets the need of the County of Santa Clara based upon compliance with the bid documents or other factors deemed to be in the best interest of the County of Santa Clara and shall not be confined to price alone.

**PART 2. CONTRACTUAL OBLIGATIONS**

**1.0 Term of Contract**

The term of this contract shall be for one year (12 Months) and may be extended for additional one-year periods, up to five years, including the initial contract term. Extensions shall be by mutual agreement between both parties.

2. **Award of Contract**

Award will not be on an “all or nothing” basis. County reserves the right to award the entire contract to the same Proposer or to award each project separately. Successful Proposer(s) must agree to the entire County regardless of location or quantity and to invoice various accounts receivable address.

3. **Termination of Contract**

The County reserves the right to terminate this Contract, in whole or in part, for the convenience of the County by giving written notice specifying the effective date and scope of such termination. The minimum time from the Proposers' receipt of written Notice to the effective date of termination shall be thirty (30) calendar days.

In the event of termination, the Proposer shall be entitled to receive compensation and the proportional amount of the fee for work performed and accepted in accordance with the provisions of this Contract.

4. **Assignment**

The Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or his right, title, or interest in or to the same, or any part thereof without written consent of the County Procurement Agent. Any attempt to do any of the foregoing without written consent shall be void. This contract shall extend to and be binding upon and inure to the benefit of their heirs, executors, administrators, successors and assigns of the respective parties thereto.

5. **Prevailing Wage Requirements and Penalties for Non-Compliance**

Contractors are required to pay, and ensure that their subcontractors pay, the prevailing wage as determined by the Director of the California Department of Industrial Relations (State of California, Labor Code, Sections 177—1776)

Contractors must also comply with certain apprenticeship obligations set forth in the California Labor Code, Section 1777.5 as a minimum; at least one apprentice must be employed for each five journey-level workers on the job in a craft or classification.

In, addition, Contractor must maintain and furnish certified payroll records to Santa Clara County or the State of California upon request.

If the Contractor fails to supply certified payroll records within ten calendar days of request or fails to otherwise comply with Labor Code Sections 1770-1776, the County will charge the Contractor \$25.00 per calendar day per worker for each day.

If the Contractor fails to comply with apprenticeship requirements, the County will withhold \$50.00 per calendar day of noncompliance upon notification by the State of California Department of Industrial Relations. The noncompliant Contractor will also be denied the right to bid on public works projects for one year.

**6.0 Compliance With Laws**

Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

**7.0 Accesses and Retention of Records**

Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

**8.0 Inclusion of Documents**

The proposal submitted in response to this RFP and any written correspondence submitted prior to negotiation of the final contract would be required to be incorporated as part of any final contract.

**9.0 Payment Terms**

Payment terms (Prompt Payment Discounts), if offered, must be prominently noted on all invoices. The Contractor shall be compensated and reimbursed by the County on the basis of:

- 1) Itemized invoices along with contract releases number or P.O. number and a copy approved work order (if any) submitted on the first day of the month for work completed during the previous month. Invoices are to be itemized by date and work order number.
- 2) A written summation to be submitted on the first day of the month of all the work performed during the previous month.

**10. FOB Point**

All shipments are FOB destination.

**11. Freight Terms**

All shipments shall be freight prepaid and allowed.

**12. Change in Scope of Work**

Should the County find it desirable or necessary to revise the scope of work or to substantially amend work yet to be performed, the Proposer

shall accomplish such revision or amendment if requested and as directed in writing by the County Procurement Buyer via a contract change notice.

The pre-determined Project Manger shall accomplish changes in task/daily assignments in writing.

Changes in Project scope and subsequent flat rate pricing, up or down, shall be reached by mutual written agreement between the County Procurement Buyer and the Successful Proposer in accordance with the above paragraph.

**13.0 Contract Modification**

Only the Director of Procurement has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

The County of Santa Clara Director of Procurement may modify the contract unilaterally – (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the County of Santa Clara address). All other contract modifications shall be in the form of supplemental agreements signed by the selected Proposer and the Director of Procurement.

When a proposed modification requires the approval of the County of Santa Clara Board of Supervisors prior to its issuance (e.g., a change order that exceeds the Director of Procurement's approved threshold), such modification shall not be effective until the County of Santa Clara Board of Supervisors receives the required approval.

**14.0 Project Schedule**

The Proposer shall work with the Project Mangers to put together the schedule specifying when the maintenance service will be done.

After working with Project Mangers, Proposer will provide to the Project Managers, for approval, a written schedule detailing the schedule for maintenance.

**15.0 Disputes**

The County of Santa Clara, Director of Procurement or his/her designee shall resolve any dispute(s) arising under this contract.

**16.0 Warranty**

All services shall be warranted for a period of 365 days (parts and labor). All components shall be per manufacturer's warranty. Proposer to provide

equipment warranty as well as equipment specifications and literature to the respective pre-determined Project Manager.

**17.0 Security/Building Access**

Proposer personnel (and/or subProposer) shall be required to obtain a security clearance after award of the contract for entry into secured facilities, including courts and department of correction facilities.

The County of Santa Clara will provide access to the designated facilities for the Proposer (and/or subProposer) as required to perform the planned/ specified services.

**18.0 Contracting Principles**

Pursuant to the Resolution of Contracting Principles Resolution adopted by the Board of Supervisors on October 28, 1997, the successful bidder will be required to complete and sign a "Declaration of Contractor" form, which has been included in the bid documents as a contract form. In addition, the successful bidder, shall, during the term of the contract, comply with applicable federal, state, and local rules, regulations and laws and shall maintain financial records adequate to show that the County funds paid under the contract were used for purposes consistent with the terms of the contract, as provided in the General Conditions.

**19.0 Insurance**

The Certificate of Insurance is required and shall be submitted to GSA Procurement within (10) days following date of award of contract.

**20.0 References**

On Exhibit "R", list the account names, key contact person, telephone number and period covered of any contract similar in size and scope that your firm has serviced within the past three (3) years. **This list must be complete and accurate.**

**21.0 Administrative and Reporting Requirements**

21.1.0 Contract Meetings:

1. The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of it shall be included in the base bid price.
2. Upon award of the contract and prior to the start of any work, the Contractor shall be available for an initial job meeting with the user Department representative. This meeting shall include:
  - a. The Contractor's submission of a schedule of work to be reviewed and approved by the user Department.
  - b. A review of all Department facility use rules.

- c. An introduction for each respective Department organization, chain of command, etc.

3. Unless otherwise directed, there shall be monthly job meetings for the following purposes:

- a. Review job progress, quality of work, and approval and delivery of materials.
- b. Identify and resolve problems, which impede planned progress.
- c. Coordinate the efforts of all concerned so that the contract progresses on schedule to on time completion.
- d. Maintain a sound working relationship between the Contractor and the user Department, and a mutual understanding of the contract.
- e. Maintain sound working procedures.

#### 21.2.0 Reporting Requirements:

1. Unless otherwise directed, the Contractor shall provide a monthly report, which shall be attached to the invoice. This report shall detail all work completed that month and shall compare scheduled work versus actual work completed. A copy of this report shall also be provided as outlined in Item 3 below. These reports shall also be in a format that can be easily sent electronically to the County and should provide summary of all work completed by building or site.

2. The above work schedule report shall include:

- a. Schedule of when work is done - date, time, etc.
- b. Specific information of what work was done.
- c. The number of workers utilized and hours worked.

3. All forms shall be made in duplicate and given to the user Department representative.

4. On a quarterly basis, the Contractor shall also provide the County IPM Coordinator a written IPM Progress Evaluation report & pesticide usage on behalf of the User Department in the [Attachment M.](#)

#### 21.3.0 Electronic Reporting:

1. County of Santa Clara will soon be embracing Electronic IPM Project reporting & Pesticide Use reporting. Perspective Contractor must demonstrate their ability to provide electronic reporting mechanism both computer generated data reports as well as a software & hardware infrastructure plan to electronic reporting such

as bar coding, IVR (Interactive Voice Response System). Handheld technologies etc., in the future for the entire IPM project including pesticide use reporting.

### **PART 3. OVERVIEW**

#### **1.0 General Overview**

IPM-Wildlife is a relatively new concept in urban areas. Wildlife management is often thought of in terms of protecting, enhancing, and nurturing wildlife populations and the habitat needed for their well-being. However, many species at one time or other require management actions to reduce conflicts with people or other wild life species. The growing need to reduce wildlife-people conflicts, public attitudes and environmental regulations, traditional tools to control such as toxicants and traps needs review. Agencies and individual carrying out control programs are being more carefully scrutinized to ensure that their actions are justified, environmentally safe, and in the public interest.

IPM-Wild Life Management activities must be based on sound economic, ecological, and sociological principles and carried out as positive, necessary components of overall wild life management program a planned program, for long-term pest suppression. The process is based on surveillance and the interpretation of data to estimate the pest population in a given area. This monitoring allows accurate decisions to be made on when control measures are needed, the type of control measure(s) selected, and the method of application. Control practices in an IPM program must extend beyond the application of pesticides or trapping of wildlife to predominantly include structural or site and procedural modifications, which establish physical barriers to pests, and reduce the food, water, and harborage available to them.

The contractor shall furnish all labor, materials, and equipment to implement the surveillance, trapping, and pesticide application aspects of the IPM program. The contractor shall also make detailed, site-specific recommendations for structural/site and procedural modifications to achieve pest suppression.

#### **2. Background**

The County of Santa Clara General Services Department is responsible for the operation and maintenance countywide. These operations include maintaining a pest free environment to promote the safety and health of all building occupants. The Office of the County Executive – County IPM Coordinator is responsible for pest control measures for the development of this project definition and general administration of the resultant contract. Department IPM Coordinators are responsible for building

Operations for the day-to-day administration and oversight of the contract.

#### **PART 4. PROPOSAL CONTENT**

Each Proposer responding to this RFP must follow the rules stated within this section. Adherence to these rules will help ensure a fair and objective analysis of all proposals. The proposal shall include the following information at a minimum:

##### **1.0 Project Definition (Commodity)**

The Bidder shall furnish all labor, material, and equipment necessary for the following:

- IPM for Wild Life Pest Control

##### **PESTS INCLUDED AND EXCLUDED**

IPM for Wildlife Pest Management (Agriculture Category may vary): The IPM specified by this contract is intended to suppress populations of all wild life (Rodents, Carnivore other Mammals, Birds, Reptiles, Amphibians) and any other vertebrate pest not specifically excluded from the contract.

##### **2.0 Supplier Information**

- a. Contractors complete name, headquarters address, local address, and the name, title and telephone number of the representative the County should contact regarding this proposal.
- b. A description of the Contractor's organization, including names of principals, number of employees, longevity, client base, areas of specialization and expertise.
- c. How many years has the company actively participated in implementing an electronic report distribution and archival system for city, county and state entities?
- d. How many years has the office that will provide service to the County of Santa Clara been open?
- e. What is the company's annual gross revenue during the last year and the profit as a percent of sales? Please attach a copy of your financial statements.
- f. How many offices does the company have nationwide and the office serving the County of Santa Clara?

- g. List any sub-Contractors or co-Proposers', if any, for this project.
- h. Provide names, positions, hourly billing rates, on-site hours per month and duration of assignment for each of your personnel that will be assigned to the proposed project. Attach their resumes showing experience and education qualifications.
- i. What is the length of time your proposal is valid and provides the name and phone number of the authorized negotiator.

3. **SUPPLIER COST SUMMARY**

The following is submitted:

Contract Reference Number: B2867

Subject: Integrated Pest Management & Pesticide Use

FOR THE TOTAL SUM OF \$ \_\_\_\_\_ computed from  
Item #12 the

*(Use figures only)*

Lump sum prices shown on the attached Schedule of Bid Items, the undersigned hereby proposes and agrees that if this proposal is accepted, this Document will constitute a Contract with the County of Santa Clara, to furnish all labor, material, tools, equipment, transportation, and all incidental work and services required to complete all items of work shown on the Contract Drawings, and as stated in the Contract Specifications and Documents.

All work shall conform to the lines, grades and dimensions shown on said drawings and shall be done in accordance with the Contract Specifications and the County of Santa Clara General Conditions/Standard Specifications as specifically referenced and to accept this proposal, the Purchasing Agent will sign the acceptance section below.

By signing below, the Proposer agrees that the representations made herein are made under penalty of perjury pursuant to the California Business and Professions Code, Section 7028.15 (e).

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

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

PRINT/TYPE NAME: \_\_\_\_\_

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

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, and ZIP CODE: \_\_\_\_\_

PHONE#1 \_\_\_\_\_ PHONE #2: \_\_\_\_\_

FAX# \_\_\_\_\_ E MAIL ADDRESS: \_\_\_\_\_

CONTRACTOR'S LICENSE NO: \_\_\_\_\_

CONTRACTOR'S LICENSE EXPIRATION DATE: \_\_\_\_\_

CONTRACTOR'S LICENSE CLASSIFICATION: \_\_\_\_\_

ACCEPTANCE OF BID BY: \_\_\_\_\_

DATE: \_\_\_\_\_ Procurement Agent, Santa Clara County

**UNIT PRICE DETAILS:**

**Note: Your lump sump cost for each project as submitted above must include the all cost (labor/hardware etc.) as needed based on your Pre-Bid Conference and Walkthroughs; Ensure to familiarize yourself with the facilities and its pest management needs to include the necessary hardware as needed, while calculating lump sump cost. Following cost estimates are just for County of Santa Clara-Procurement understanding the unit cost comparison among the bidders, plus how budget breakdowns are done to calculate the lump sump cost for each project.**

**It is to your advantage to provide budget breakdown [Attachment I...](#) (Excel File Attachments) for each IPM project you bid on. Narrative File in Word Format is given below:**

**1. Initial Survey and Plan Cost:** \$00.00 per plan (Indicate if your initial inspection & proposal/quotations are free of charge).

**2. Estimated Hourly Rate (Labor):**

Service Technician:	\$00.00 per hour
On-Site Supervisor:	\$00.00 per hour
Entomologist, PCA, Mammologist etc.:	\$00.00 per hour
Pest Management Advisory Service:	\$00.00 per hour

**3. Hardware Cost:**

Mechanical Mouse Trap (Ketch-All or Mouse Master style): \$00.00 per unit plus by dozen (bulk purchasing)

Snap Trap (Extended Trigger-for Rats): \$00.00 per unit plus by dozen (bulk purchasing)

Ground Squirrel Trap: \$00.00 per unit (provide price range from 1-50)

Havahart Wild Life Traps for other Animals: \$00.00 per unit (provide price range from 1-50)

4. Bird Exclusion, Trapping, Hygiene Work Cost: Should be submitted on case-by-case basis.

**5. Project Unit Cost:**

Wild life -Managing first 10 acres of land: \$00.00

Wild Life -Managing first 100 acres of land: \$00.00

Wild Life -Managing first 500 acres of land: \$00.00

**7. Project Profit/ Mark Up:**

Provide your estimated or expected mark up/profit percentage, while doing business with County of Santa Clara: \_\_\_\_\_%(percent)

**8. Overall IPM Project Price/Cost Reduction:**

It is anticipated that as your company progress with the IPM project on the County properties, cost of pest management will reduce over a period of time. We need to know, what time frame you anticipate for each project, where overall price reduction is triggered and expected.

**AWARD SHALL BE “ALL OR NONE”UPON ACCEPTANCE BY COUNTY**

**PLEASE PROVIDE AS ATTACHMENT TO THIS PAGE DETAIL LIST OF EQUIPMENT BY PRICE AND QTY, ALSO PROVIDE DETAIL OF WHAT LABOR INCLUDES**

All prices quoted above shall include all delivery costs and applicable taxes and permits.

**State the one time cost associated with implementing the proposed system. The one time costs include software licenses, installation, custom programming costs, financing costs, project management, training, state and local taxes and required systems integration. Attach a detail cost per item list in support of the summary totals stated below. Additional intangible costs and benefits should be noted separately.**

Compliance: **Proposer, have you complied with specifications, terms and conditions of this bid?**

Yes \_\_\_\_\_ No \_\_\_\_\_

**A “No” answer requires a detailed explanation giving reference to all deviations.**

Addenda: **Contractor acknowledges receipt of the following Addenda:**

Number \_\_\_\_\_ Date \_\_\_\_\_

---

BY SIGNING, THE PROPOSER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTOOD THE BID DOCUMENTS AND THAT HE/SHE OFFERS AND AGREES TO FURNISH THE GOODS AND/OR SERVICES SPECIFIED UNDER THE INSTRUCTIONS AND CONDITIONS STATED HEREIN.

FIRM \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_

ADDRESS \_\_\_\_\_  
STREET CITY STATE ZIP CODE

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_

**EXHIBIT A**  
**INSURANCE REQUIREMENTS FOR**  
**PROFESSIONAL SERVICES CONTRACTS**

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. The County's Special Endorsement form shall accompany the certificate. Individual endorsements executed by the insurance carrier may be substituted for the County's Special Endorsement form if they provide the coverage as required. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance/RiskManager.

**EXHIBIT A**  
**INSURANCE REQUIREMENTS FOR**  
**PROFESSIONAL SERVICES CONTRACTS**

C. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage, which provides limits as follows:
  - a. Each occurrence           \$1,000,000
  - b. General aggregate       \$2,000,000
  - c. Products/Completed Operations aggregate \$2,000,000
  - d. Personal Injury           \$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:
  - a. Premises and Operations
  - b. Products/Completed
  - c. Contractual liability, expressly including liability assumed under this Agreement.
  - d. Personal Injury liability
  - e. Owners' and Contractors' Protective liability
  - f. Sever ability of interest

3. General liability coverage shall include the following endorsements, copies of which shall be provided to the County:
  - a. Additional Insured Endorsement:

Insurance afforded by this policy shall also apply to the County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insured. Such insurance shall also apply to any municipality in which the work occurs and they shall be named on the policy as additional insured (if applicable).

**EXHIBIT A**  
**INSURANCE REQUIREMENTS FOR**  
**PROFESSIONAL SERVICES CONTRACTS**

- b. **Primary Insurance Endorsement:**  
Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.
  
  - c. **Notice of Cancellation or Change of Coverage Endorsement:**  
Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa.
  
  - d. **Contractual Liability Endorsement:**  
Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara.
4. Automobile Liability Insurance  
For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.
- 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)  
  
For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.
5. Workers' Compensation and Employer's Liability Insurance
- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
  
  - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

**EXHIBIT A**  
**INSURANCE REQUIREMENTS FOR**  
**PROFESSIONAL SERVICES CONTRACTS**

- c. Coverage under the United States Longshoremen's and Harbor Workers' Act shall be provided when applicable.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than twenty-five thousand dollars (\$25,000) per occurrence/event.

7. Claims Made Coverage

If coverage is written on claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Consultant will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insured.
- c. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

**EXHIBIT A**  
**INSURANCE REQUIREMENTS FOR**  
**PROFESSIONAL SERVICES CONTRACTS**

**D. Special Provisions**

**The following provisions shall apply to this Agreement:**

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

**E. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)**

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of C

**SECTION IV – EXHIBIT  
EXHIBIT D  
DESIGNATION OF SUB-PROPOSERS**

In compliance with the provisions of Section 4100-4114 of the Public Contract Code of the State of California, and any amendments thereof, and if applicable, with the requirements of County relating to projects for the construction, improvement or repair of Public Works, the undersigned bidder has set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work, and each subcontractor who, under subcontract, will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, for such work to be performed under the Contract Documents to which the attached bid is responsive, and the portion of the work which will be done by each subcontractor and for each subcontract in excess of one half of one percent of the undersigned's total aggregate bid.

**If you company uses no subcontractors meeting the criteria above: please state "NONE" below.**

DESIGNATION OF SUBCONTRACTORS

<u>NAME OF SUBCONTRACTOR</u>	<u>STREET ADDRESS</u>	<u>DIVISION OF WORK</u>

COMPANY NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**EXHIBIT F  
PROPOSAL COVER SHEET AND CONTRACTORS DECLARATION**

LEGAL ORGANIZATION NAME: \_\_\_\_\_

ENTITY: \_\_\_\_\_

OTHER NAMES: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CHIEF EXECUTIVE OFFICER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

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

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

FAX: \_\_\_\_\_

**PROSPECTIVE CONTRACTOR AGREES:**

1. To be bound by the Proposal and to meet the County contracting requirements as set forth in this RFP and Draft County Contract for Integrated Pest Management for GSA Procurement.
2. That this Proposal is valid and enforceable for up to 120 days from the Proposal Opening Date such that the County need only accept the terms of the Proposal to bind Contractor.
3. To provide Santa Clara County with additional information to make an accurate determination of the prospective contractor's qualifications.
4. That Santa Clara County shall have the right to conduct an audit of the financial records for the purpose of determining the prospective contractors financial conditions.

**This certifies that the statements in the Proposal are true and correct. This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, including, at the option of the County, the right to declare the contract void.**

**SIGNATURE OF THE CONTRACTOR'S AUTHORIZED REPRESENTATIVE**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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

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

**EXHIBIT "R"**  
**CUSTOMER REFERENCES**

List and submit with bid Five (5) customer references, one of which should be in the San Francisco Bay Area, for whom you have furnished similar equipment, or for whom you have performed a job similar in size and scope.

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

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Describe your Company's IPM Experience with this customer as per the format listed in [Section III A3.8](#)

**EXHIBIT "R"**  
**CUSTOMER REFERENCES**

List and submit with bid Five (5) customer references, one of which should be in the San Francisco Bay Area, for whom you have furnished similar equipment, or for whom you have performed a job similar in size and scope.

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

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Describe your Company's IPM Experience with this customer as per the format listed in [Section III A3.8](#)

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**CUSTOMER REFERENCES**

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

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Describe your Company's IPM Experience with this customer as per the format listed in [Section III A3.8](#)

**EXHIBIT "R"**  
**CUSTOMER REFERENCES**

List and submit with bid Five (5) customer references, one of which should be in the San Francisco Bay Area, for whom you have furnished similar equipment, or for whom you have performed a job similar in size and scope.

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

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Describe your Company's IPM Experience with this customer as per the format listed in [Section III A3.8](#)

**EXHIBIT "R"**  
**CUSTOMER REFERENCES**

List and submit with bid Five (5) customer references, one of which should be in the San Francisco Bay Area, for whom you have furnished similar equipment, or for whom you have performed a job similar in size and scope.

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

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Describe your Company's IPM Experience with this customer as per the format listed in [Section III A3.8](#)

**EXHIBIT T  
COUNTY OF SANTA CLARA**

**NON-COLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND  
SUBMITTED WITH BID**

I, \_\_\_\_\_, am the  
(Name)  
\_\_\_\_\_ of \_\_\_\_\_.  
(Position Title) (Company)

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**SECTION V – ATTACHMENTS**

□ **SECTION VI- REFERENCES**