INVITATION FOR BID ~ COVER SHEET

INTEGRATED PEST MANAGEMENT

Invitation for Bid Number IPM-040116 ("IFB No. IPM-040116")

MAIL OR DELIVER BID PROPOSALS TO:
San Francisco Unified School District
Purchasing Department
135 Van Ness Avenue, Room 123
San Francisco, CA 94102
Attention: IFB No. IPM-040116

BID PROPOSAL DUE DATE AND TIME:
MAY 3, 2016 at no later than 2:00 PM PST.

- Competitive bid proposals for the specified material and/or service must be received by the San Francisco Unified School District's Purchasing Department, on or before the due date and time specified herein.
- As a requirement of this solicitation, bidders are required to respond according to the instructions contained in this Invitation for Bid ("IFB"). Bidders will respond utilizing the format, forms and other criteria indicated in this IFB.
- A bidder whose bid proposal does not comply with the format, forms and other criteria indicated in this IFB may be rejected. The District reserves the right to refuse all bid proposals.
- Bid proposals transmitted by facsimile, email or other electronic communication will not be considered. Bid proposals received after the due date and time will be rejected.
- To preserve the integrity of this IFB, bidders are directed not to contact any individual within the District other than the District's Purchaser.

MANDATORY PRE-BID SITE WALKTHROUGH:
WHEN: April 20, 2016 at 10:00 AM PST
WHERE: SFUSD Administrative Offices (Lobby) – 555 Franklin St., San Francisco, CA 94102
Table of Contents

* Cover Sheet ................................................. 1
Table of Contents and Timeline ................................................. 2
* Contract Proposal ................................................. 3
General Terms & Conditions (Bid and Contract) ................................................. 4
Special Terms & Conditions (Bid and Contract) ................................................. 14
Time Schedule (Attachment A) ................................................. 21
* Bid Form (Attachment B) ................................................. 22
* Criminal Background Check Form (Attachment C) ................................................. 23
* References (Attachment D) ................................................. 24
Pest Control Locations (Attachment E) ................................................. 25
* Bid Sheet (Attachment F) ................................................. 27

(* Indicates documents required to accompany bid proposal, completed and executed as applicable. This notation is provided for convenience of reference only, the requirements of the IFB/contract shall control.)

Timeline

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Issue</td>
<td>Apr. 7, 2016</td>
</tr>
<tr>
<td>Bid Mailed</td>
<td>Apr. 7, 2016</td>
</tr>
<tr>
<td>Bid Advertisement #1</td>
<td>Apr. 7, 2016</td>
</tr>
<tr>
<td>Bid Advertisement #2</td>
<td>Apr. 14, 2016</td>
</tr>
<tr>
<td>Mandatory Pre-Bid Site Walkthrough</td>
<td>Apr. 20, 2016</td>
</tr>
<tr>
<td>Questions and Answers submission deadline</td>
<td>Apr. 26, 2016</td>
</tr>
<tr>
<td>Bid Proposals Due and Opening</td>
<td>May 3, 2016</td>
</tr>
<tr>
<td>Intent to Award Notice</td>
<td>May 11, 2016</td>
</tr>
<tr>
<td>Board of Education Meeting</td>
<td>May 24, 2016</td>
</tr>
</tbody>
</table>
CONTRACT PROPOSAL (Indefinite Quantity) RETURN ONE SIGNED COPY OF THIS PAGE AND THE BID SHEET.

MANDATORY PRE-BID SITE WALKTHROUGH: APRIL 20, 2016 at 10:00 am PST (SFUSD Administrative Offices Lobby) – 555 Franklin St, San Francisco, CA 94102

BIDS WILL BE OPENED: 2:00 PM, MAY 3, 2016

AT: SAN FRANCISCO UNIFIED SCHOOL DISTRICT PURCHASING DEPARTMENT 135 VAN NESS AVENUE, ROOM 123 SAN FRANCISCO, CA 94102 TEL: 415-241-6468 BID NO: IPM-040116 DATE: __________

DELIVER BID, properly executed, to Purchaser, prior to opening time, in sealed envelope with Purchase Agreement Proposal Number and Commodity inscribed hereon. (Include one signed copy of Page 1; retain Bidder’s Duplicate copy for your file).

DO NOT INCLUDE SALES OR EXCISE TAXES IN BID PRICES (See Section 33)

Upon receipt of Purchase Agreement Acceptance, the undersigned hereby promises and agrees to furnish, subject to provisions of Section 23 and 27 on Page 3, all articles or services within the dates specified, in the manner and form and at the prices herein stated in strict accordance with the advertisement, specifications, proposals and general conditions all which are made a part of the purchase agreement, when authorized by Purchase Orders, Revolving Fund Orders, or Encumbrance Requests.

Name under which business is conducted ____________________________________________________________
Business Street Address ____________________________________________________ Tel: _________________________
City ____________________ State _______ Zip Code ____________

IF SOLE OWNER, sign here:
I sign as sole owner of the business named above.

IF PARTNERSHIP, sign here:
The undersigned certify that we are partners in the business named above and that we sign this purchase agreement with full authority so to do. (One or more partners sign)

IF CORPORATION, execute here:
The undersigned certify that they sign this purchase agreement with full and proper authorization so to do.
Corporate Name ____________________________________________
Signed ___________________________ Title ____________________________
Signed ___________________________ Title ____________________________

Incorporated under the laws of the State of _______ ____________________________

Do you have an affirmative Action Policy? ____________ ____________
GENERAL TERMS, CONDITIONS, INSTRUCTIONS AND INFORMATION
FOR BIDDERS

INTRODUCTION
The San Francisco Unified School District and San Francisco County Office of Education (District) is the school district for the City and County of San Francisco and serves approximately 60,000 students at its elementary schools, middle schools, high schools and childcare sites. In addition to the District’s administrative headquarters at 555 Franklin Street, there are several administrative sites located within the City.

DEFINITIONS

PURCHASE AGREEMENT PROPOSALS
2. The Purchaser will furnish blanks for Purchase Agreement Proposals. Bids to receive consideration must be delivered prior to time set for bid opening.
3. Prices should be clearly written by typewriter or pen and ink.

BONDS
4. Before the acceptance of any Purchase Agreement Proposal, the Purchaser may require the bidder to file a corporate surety bond for the faithful performance of the contract. Bonds are subject to approval of the Fiscal Officer as to sufficiency and qualifications of sureties.

ALTERNATES
5. When the name of manufacturer, brand, or make, with or without model number, is used in describing any item in Purchasing Agreement Proposal, bids for equal articles will be considered unless otherwise stated, but the Purchaser shall be the sole judge as to whether such alternate articles are acceptable. Unless the bidder states to the contrary, articles offered would be assumed to be the specific articles named in the proposal. If not offering the specific article named, bidder should enclose with bid full information, specifications and descriptive data on items offered.
6. The Purchaser reserves the right to permit deviations from the specifications if an article offered is substantially in accord with the specifications and is deemed by the Purchaser to be of as good quality and as fully satisfactory for its intended use as an article fully meeting specifications. Unless exceptions are noted by bidder, the article offered will be assumed to be in accord with specifications.
SAMPLES

7. Articles offered as equal to District sample must fully conform thereto; said District samples may be inspected at the place designated by the Purchaser.

8. Samples must be furnished as required by Purchase Agreement Proposal. Those submitted by successful bidders may be retained for testing or checking against deliveries, in which case allowance will be made to contractor.

9. Each sample shall be plainly marked in a durable manner with the name of the bidder; the Purchase Agreement Proposal Number, and the item number.

10. Submitted sample will be assumed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder. The Purchaser will determine sufficiency of sample.


DELIVERIES

12. F.O.B. destination in San Francisco, INSIDE DELIVERY, unless otherwise specified.

PURCHASE AGREEMENT – INTERPRETATION – ASSIGNMENT

13. Articles and services covered by this proposal must comply with applicable laws, ordinances, and other legal requirements, including (among others) the Safety Orders of the California Division of Industrial Safety.

14. Should any questions arise as to the meaning and intent of the Purchase Agreement, the matter shall be referred to the Purchaser, who shall decide the true meaning and intent of the Purchase Agreement, and his decision shall be final and conclusive.

15. Purchase Agreement awarded under this proposal may be assigned only with the approval of the Purchaser. See item #42 for additional details.

INFRINGEMENTS – INDEMNIFICATION

16. The contractor shall assume the defense of all claims and suits against the District, its officers and agents, for infringement of the patents, copyrights, or trademarks of any person arising out of the use by District, its officers or agents, or any article supplied under this Purchase Agreement Proposal, and the Contractor shall indemnify and hold harmless the District, its officers and agents, from any and all liability, loss, or damage arising from such claims or suits.

17. The Contractor agrees to hold the San Francisco Unified School District harmless from any and all claims and liabilities for damage to all persons, including but not limited to employees of the contractor arising out of and in the course of the performance of this agreement.

INSPECTIONS

18. All articles shall be subject to inspection and acceptance or rejection by the Purchaser.
FAILURE TO DELIVER

19. When Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by his contract, such article or service may be bought from any source by the Purchaser and if a greater price than that named in the contract be paid for such article or service the excess price will be charged to and collected from the contractor or sureties on his bond if bond has been required.

PRICE LISTS – DISCOUNTS FROM

20. When Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by his contract, such article or service may be bought from any source by the Purchaser and if a greater price than that named in the contract be paid for such article or service the excess price will be charged to and collected from the contractor or sureties on his bond will been required.

21. Bids will be considered offering discounts from a price list other than specified provided the alternate price list can be readily compared on an over-all basis with the specified price list.

22. Price list in effect at time order is placed will apply provided Contractor gives Purchaser ten (10) days advanced notice of any price increase. Unless otherwise provided herein, if a price change occurs which is not reflected in a revised price list with discounts remaining firm, a different pricing method may be established by mutual agreement which will accomplish substantially the same result, or if agreement cannot be reached, the Purchase Agreement may be terminated by either party.

ITEM, AGGREGATE BIDS

23. Any bidder may bid separately for any item unless otherwise provided.

24. Bidders may make offer for award in an aggregate of several or all items.

OPENING OF BIDS

25. The Purchaser will open bids at the hour and place stated in the advertisement in the presence of all bidders who attend.

26. Bidders may inspect the bids after tabulation.

FIRM PRICES

27. Prices/quotations must be firm and shall be in effect for a period of not less than 90 days from the date of bid opening. Upon award, prices will be in effect for the term of the contract.

AWARDS

28. The Purchaser may make awards on separate items or in an aggregate of several or all items.

29. The Purchaser reserves the right to reject any and all bids, to waive any irregularities or informalities in any bid or in the bidding.
CASH DISCOUNTS

30. Cash Discounts will be taken into consideration in determining the low bid under the following conditions:
   A. Discounts, if offered, must be for at least a 30 day period from receipt of materials or services in order to be considered in awarding bids. This does not preclude suppliers from offering discounts for lesser periods to expedite payments.
   B. The discount period will start upon date of completion of delivery of all items on any order or other authorization certified by the Purchaser or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.
   C. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the District warrant or check.

31. Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the payment in accordance with the provision of 30b and 30c above, unless otherwise provided by bidder.

32. It is understood and agreed that no additional charge shall accrue against the District in the event that the District does not make payment within any time specified by bidder.

TAXES

33. The District is exempt from federal excise tax except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable on invoices, but neither should be included in bid prices.

TERM BID – QUANTITIES

34. This is a term, indefinite quantity proposal. Unless otherwise specified herein, deliveries will be required and at times as ordered during the period of the contract. Estimated quantities are approximate only. The right is reserved to purchase any greater or lesser quantity, as the interests of the District may dictate, provided however, the Contractor will not be required to furnish a quantity over twenty five percent (25%) in excess of an estimate.

35. Requirements for use outside San Francisco may be excluded at the Purchaser’s option unless otherwise provided in bid. Purchaser reserves the right to make minor purchases of articles from other than the Contractor when Purchaser determines that such articles are immediately needed or that it is obviously not practical to purchase against the contract.

PAYMENT

36. Payment by the District will be made monthly for services satisfactorily performed by the Contractor after receipt of properly documented invoices.

TERM OF AGREEMENT

37. The term of the contract shall be from June 1, 2016, for one full year. This contract may be extended for a period or periods of up to (4) additional years by mutual agreement.
TERMINATION

38. In the event the Contractor fails to perform any of its obligations under this Agreement, the District through the Purchaser may terminate this Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective after ten (10) days written notice to the Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, the Contractor shall be paid for its services under this agreement, up to the date of termination that has been performed to the satisfaction of the District.

39. The District may terminate this agreement in whole or in part for its convenience by giving 30 days written notice of its intent.

ENTIRE CONTRACT

40. All of the agreements between the parties are included herein and no warranties, expressed or implied, representations, promises or statements have been made by either party unless endorsed here in writing and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as the Contract.

ASSIGNMENT

41. The Contractor shall not assign or transfer by operation or law or otherwise any or all of its rights, including the right to receive payment, burdens, duties or obligations without the prior written consent of the District. The District's consent shall be by resolution of the Board of Education.

42. Any assignment of the Contract by the Contractor with the approval of the District shall be subject to the terms and conditions hereof and to the rights of the District contained in the Contract. No transfer or assignment of the Contract by the Contractor shall release it from its obligations hereunder.

INDEPENDENT CONTRACTOR: PAYMENT OF TAXES & OTHER EXPENSES

43. The Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which the Contractor performs the service required of the Contractor by the terms of this Agreement. The Contractor shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between the District and the Contractor. Terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of the Contractor's work only and not as to the means by which such a result is obtained.

INCIDENTAL AND CONSEQUENTIAL DAMAGES
44. The Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from contractor's acts or omissions. Nothing in this agreement shall constitute a waiver or limitation of any rights, which the District may have under applicable law.

**BUDGET AND FISCAL PROVISIONS**

45. The Contract is subject to the budget and fiscal policies of the District. Charges will accrue only after prior written authorization certified by the District's Chief Financial Officer and any amount of the District's obligation hereunder shall not at any time exceed the amount certified for the purpose and periods stated in such advance authorization. If funds are appropriated for a portion of a fiscal year, this agreement will terminate, without penalty, at the end of the term for which funds are appropriated, unless additional funds are appropriated. This section shall control against any and all other provisions of the Contract.

**CONFLICT OF INTEREST**

46. Contractor understands the following and certifies that it does not know of any facts which constitutes a violation:

A. Contractor hereby certifies that no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or who has been employed by the San Francisco Unified School District within the past two years, has participated in bidding, selling or promoting this contract. Furthermore, Contractor certifies that no such current or former Board member or employee has an ownership interest in this contract, nor shall any such current or former Board member or employee derive any compensation, directly or indirectly, from this contract. Contractor understands that any violation of this provision of the contract shall make the agreement violable by the District.

B. Government Code of the State of California, Section 87100 et. seq. Public officials; state and local; financial interest:

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

**PROPRIETARY OR CONFIDENTIAL INFORMATION OF THE DISTRICT**

47. The Contractor understands and agrees, that in the performance of the work of services under this Agreement, or in contemplation thereof, the Contractor may have access to private or confidential information which may be owned or controlled by the District, and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District. The Contractor also understands and agrees that the disclosure of such information violates state and/or federal law. The Contractor agrees that all information disclosed by the District to the Contractor shall be held in confidence and used only in performance of the Agreement. The Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.
MODIFICATION OF AGREEMENT

48. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

49. The District may order changes in the work herein required and may order extra materials and extra work in connection with the performance of the contract and the Contractor must comply with such orders, except that:

A. If changes in services are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract may be increased or decreased by such amount as the Contractor and the Purchaser may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work, and

B. No order for any alteration, modification, or extra which will increase or decrease the cost of the services shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Purchaser and certified by the Director, Fiscal Services pursuant to Section 37 and 38. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract.

C. Any modifications thus ordered by the District and agreed to by the Contractor must be approved by the Board of Education, and the resultant contract modification must be executed by the District and the Contractor.

ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

50. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Purchaser who shall decide the true meaning and intent of the Agreement. The Purchaser's decision shall be final and conclusive.

AGREEMENT MADE IN CALIFORNIA: VENUE

51. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

LAWS AND REGULATIONS

52. Articles and services covered by this contract must comply with applicable Federal, State, and Local Laws, ordinances, and other law requirements which are in effect at the day and year first herein about written. If any term or provision of this agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

SUBCONTRACTING

53. The Contractor is prohibited from subcontracting this Contract or any services provided pursuant to this Contract unless such subcontracting is agreed to in writing and executed in the same manner as this Contract. No party on the basis of this Contract shall in any way contract
on behalf of or in the name of the other party of this Contract, and violation of this provision shall confer no rights on any party and shall be void.

NON-DISCRIMINATION

54. Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Contract.

BANKRUPTCY

55. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it. The Contractor shall notify the District within ten (10) days of filing and bankruptcy petition under the Federal Bankruptcy Act.

INSURANCE

56. Prior to award, contractor must submit written evidence of the following insurance which must be maintained in force during the term of this contract:

a. Comprehensive General Liability insurance with limits of not less than $1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.

b. Comprehensive or Business Automobile Liability insurance with limits of not less than $1,000,000 for each occurrence for combined single limit for Bodily Injury and Property Damage.

c. Workman’s Compensation with Employers Liability limits of not less than $1,000,000 each accident.

d. If any policies are written on claims made from, the contractor agrees to maintain such insurance continuously in force for three years following the completion of this contract.

e. Certificate of Insurance, satisfactory to the District, evidencing all coverages above shall furnished to the District before commencing any operations under this contract, with complete copies of policies upon District request.

f. Approval of the insurance by the District shall not relieve or decrease the liability of the Contractor hereunder.

g. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide:

- Name as additional insured the San Francisco Unified School District, its board, officers and employees.
Such policies shall be primary insurance to any other insurance available to the additional insured, with respect to any claim arising out of this Agreement, and that insurance applies separately to each insured against whom a claim is made or a suit is brought against.

The certificate of insurance for the above shall provide 30 days advance written notice to Purchasing regarding cancellation, non-renewal or reduction of coverage of any of the above insurance.

**CONTRACTOR'S DEFAULT**

57. Failure or refusal of the Contractor to perform or do any act herein required shall constitute default. In the event of any default, in addition to any other remedy available to the District, the District may terminate this Agreement pursuant to the terms of Sections 38 & 39 herein. Such a termination shall not waive any other legal remedies available to the District.

**FILING OF PROTESTS**

58. **PROTEST PROCEDURES**

A. **PROTEST OF CONTRACT AWARD**

1. Within five (5) District business days of the District's issuance of a notice of intent to award a contract under this invitation for bids, any bidder that believes that the District has incorrectly selected another bidder for award may submit a written notice of protest (hereinafter "protest" or "notice of protest") as provided for herein.

2. The notice of protest must be in writing and include a written statement specifying in detail each and every reason asserted for the protest. The protest must be signed by an individual authorized to represent the bidder. The protest must cite each legal basis or invitation for bid provision on which the protest is based. The protest must specify facts and evidence sufficient for the District to determine the validity of the protest.

B. **DELIVERY OF PROTESTS**

1. The notice of protest must be received by the District at or before 5:00 p.m. PST on the fifth (5th) District business day after the District's issuance of the notice of written recommendation and intent to award a contract.

2. All protests must be received by the due dates and times specified. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests must be transmitted by Certified Mail-Return Receipt Requested or by other means that objectively
establish the date and time of receipt by the District. Protests or notice of protests made orally (e.g., by telephone) will not be considered.
3. All protests must be delivered to:

Rod Sarmiento
Director of Purchasing
San Francisco Unified School District
135 Van Ness Avenue, Room 123
San Francisco CA 94102

C. DELIVERY OF PROTESTS

1. The District's Director of Purchasing, or such individual(s) as may be designated by him/her, will confirm receipt of notice of protest by a bidder as detailed in this Section 49 (“Protest Procedures”).

2. The District's Director of Purchasing, or designee, will review each notice of protest to determine validity of such notice, including, but not limited to: (a) receipt by due date and time; (b) inclusion of a written statement specifying in detail each and every one of the reasons asserted for the protest; (c) signed by an individual authorized to represent the bidder; (d) citation of the legal basis/bases or invitation for bids provision(s) on which the protest is based; and (e) specification of facts and evidence sufficient for the District to determine the validity of the protest.

3. If a bid protest is determined to be valid, the Director of Purchasing, or designee, shall review, evaluate, and as appropriate, investigate, the bid protest to determine the outcome of the protest. The Director of Purchasing, or designee, may seek input from the SFUSD Legal Office and/or other District departments as needed or appropriate. The Director of Purchasing, or designee, shall provide the protesting bidder with a written statement concurring with or denying the bid protest, citing as necessary any applicable legal basis and/or invitation for bid provisions.

4. The bid protest procedures and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in protesting any aspect of this invitation for bids. A bidder's failure to provide the District with a written protest as specified above on or before the time specified above shall constitute a complete and irrevocable waiver by the bidder of any right to further pursue the bid protest, including filing a Government Code claim or other legal proceedings.

5. A bidder may not rely on a protest submitted by another bidder, but must timely pursue its own protest.
SPECIAL CONDITIONS

A. PURPOSE

The purpose of this contract is to provide and maintain an effective program of Pest Control to prevent infestation of noxious pests and rodents. Flies, wasps, bees, fruit flies, bedbugs, ants and lice are to be treated on an “as needed” basis by the contracted pest control provider.

B. INTEGRATED PEST MANAGEMENT BACKGROUND

Integrated Pest Management (IPM) is a proactive strategy that focuses on identifying and reducing, or eliminating, the root cause of a pest problem and implementing effective, long-term management solutions through the use of a broad range of expertise, a combination of treatment methods, and a comprehensive monitoring and evaluation process.

Integrated Pest Management (IPM) is the use of multiple treatment methods to control undesirable weeds and others pests. While IPM has a range of meanings and is subject to various interpretations, the Natural Areas Program defines IPM as the optimal integration of management methods to control pests with the least possible hazard to people, property, and the environment.

C. ESTIMATED COST

The value of the Pest Control Service Contract is estimated at $180,000 per year. This figure may vary more or less.

D. TERM OF CONTRACT

The term of this agreement shall be from June 1, 2016 to May 31, 2017. This agreement may be extended for four 1-year periods, not to exceed a total of 5 years by mutual agreement.

E. HEALTHY SCHOOLS ACT OF 2000

The Healthy Schools Act of 2000 put into code the Department of Pesticide Regulation’s (DPR) existing voluntary school IPM program and added some requirement for schools, such as parental notification of pesticide applications, warning signs, recordkeeping at schools and pesticide use reporting by licensed pest control businesses that apply pesticides at schools.

Notification: Annual written notification with specified information on pesticides to all school staff and parents shall be provided on an annual basis. The school district shall identify in this written notification all pesticide products (except those that are exempt), that it expects to apply in the upcoming year.

Registry: Each school shall provide the opportunity for interested staff and parents to register with the school district if they want to be notified about individual pesticide applications at the school before they occur.

Warning Signs: Warning signs shall be posted at each area of the school where pesticides will be applied. These signs shall be posted 24 hours prior to pesticide application and 72 hours
after applications. The waiver of the above posting or modification of hours can only be authorized by the IPM Coordinator or Director of Custodial Service.

Record Keeping/Pest Sighting Log: Each school shall maintain records and a Pest Sighting Log of all pesticide use at the school for four years and make the records available to the public upon request. The Pest Sight Log allows the pest control technician to address any pest problem(s) that the site is experiencing, during regular service visits. The Pest Control Technician must sign the log upon arrival at site and also indicate any work that was performed prior to departure. This log shall be maintained in the main office. SFUSD shall have a designated IPM Coordinator to make certain that the Healthy Schools Act of 2000 is properly executed.

F. MANDATORY PRE-BID SITE WALK

Mandatory Pre-bid Site Walkthrough commences promptly at 10:00 am on Wednesday, April 20, 2016, at 555 Franklin Street - Lobby, San Francisco, CA (See Attachment A).

G. PEST CONTROL SERVICE REQUIREMENTS:

Pest Control Services to include inspection of designated premises, extermination of all noxious insects and rodents, excluding pigeons, seagulls, termites and wood boring beetles. Maintenance of an effective program to prevent infestation of noxious pests and rodents with the exception of flies, wasps, fruit flies and lice which are to be treated on an “as is” and “as needed” basis by the contracting pest control provider. The pest control technician is required to contact the IPM Coordinator or Director of Custodial services, if any Pest problems should arise, and also note them on the Pest Sight Log.

Reporting Infestations: After following a diligent and prudent program of eradication, if any noxious pests are not controlled, a complete written report detailing all actions necessary to eliminate the infestation and/or prevent re-infestation, will be immediately submitted to the Director of Custodial Services Department, San Francisco Unified School District or IPM Coordinator. In the event that any structural deficiencies are noted, this report will detail such deficiencies to prevent the continuing migration of pests. This report does not relieve the Pest Control Service provider from continuing diligent and prudent services as necessary. Structural modifications for pest suppression will not be the responsibility of the contractor.

H. MONTHLY SERVICE CALLS

Service calls are to be made twice monthly, unless specifically required at other intervals. Additional service calls are to be made as necessary for acceptable control, in addition to those specified, at no additional cost to the San Francisco Unified School District. All applications of pesticidal agents (including biological agents and physical traps) shall require the advanced approval of the District IPM Coordinator or Director of Custodial Services. Typical applications under the scope of this contract are limited to glue traps and rodent bait stations.

Service calls requiring pesticide usage, in areas where children and/or staff are present, is to be scheduled after school hours. Such service will require service during evening hours, up until 11:00 p.m. The Director of Custodial Services or IPM Coordinator will provide a schedule of times when such service can be performed at each site.
I. HOURS OF SERVICE

Monthly services such as inspection, monitoring, trap or bait placement may be performed during regular hours of operation in the various buildings. Pest Control Service at Children’s Centers shall be performed between 5:00 p.m. and 6:00 p.m. Hours of service will be adjusted during spring, summer and winter recess to coincide with hours of school operation.

J. LOCATIONS SERVICED

The sites to be serviced consist of all locations of the SFUSD, including schools, bungalows, administrative offices and Child Development Centers (See Attachment E, Pest Control Locations). There will be no break during the summer. Some locations may be added or deleted, depending on the needs of the District.

K. CHEMICAL USAGE AND DOCUMENTATION

The pesticides used by the contractor must be registered by the Environmental Protection Agency (EPA) and the applicable State and local jurisdictions. Transportation, handling and use of all pesticides shall be in strict accordance with the manufacturer’s label instructions and all Federal, State, and local laws and regulations:

The District must approve all pesticides used and the contractor shall minimize the use of pesticides whenever and wherever possible. All chemicals used by the pest control provider shall be safe for use in a school environment and pre-approved by IPM Coordinator or Director of Custodial Service. Concurrent with any proposed application, the contractor shall provide specimen labels and Safety Data Sheets (SDS) for the recommended chemical product(s).

Contractor shall also make reasonable attempts to provide supporting information to aid in the evaluation of the safety of the product(s) recommended as well as information regarding possible alternative treatments.

Contractor shall provide a complete written record of any chemical pesticide applications within two working days of the completion of the application. The written record shall include the dates(s) of application, company and applicator’s names, and full and specific name of products(s) applied, including EPA Registration Number, quantities of concentrate and dilute (“tank”) mix use, locations applied, and a description of the application method used.

During the contract period, the IPM Coordinator or Director of Custodial Services may at any time designate persons to be contacted regarding specific complaints. The pest control provider will contact those individuals in a timely manner and promptly render any necessary services.
L. EMERGENCY RESPONSE TIME

Contractor must be available for Emergency Response within 2 hours after placing service call.

M. SERVICE RECEIPTS

Contractor shall obtain a signature of the Site Manager or designated representative on a service receipt, indicating that work was completed in a satisfactory manner. This receipt shall also document arrival and departure times of the contractor’s representative performing the service and all information on pesticide application required by statute. The contractor shall leave one copy at the site, and submit one copy with the invoice.

N. VENDOR REQUIREMENTS

The contractor shall furnish all labor and necessary materials to perform the work called for in these specifications.

All pest control service(s) are to be performed in compliance with the applicable local, state, regional and federal laws, guidelines and regulations, especially as they pertain to pest control in school areas and office buildings. Bidder must have a valid Business License.

Throughout the contract performance, all personnel providing on-site pest management services must meet all state and local requirements for training, registration, and certification as Commercial Pesticide Applicators in the category of industrial, institutional, structural, and health related pest control. The contractor shall provide evidence upon request of ongoing personnel training and education that meets or exceeds the minimum required by state and federal law.

Contractor must wear Valid I.D. and be in uniform, designating business represented.

O. CRIMINAL BACKGROUND CHECK

Contractor agrees to comply with Education Code Section 45125.1, ET. SEQ, concerning fingerprinting employees and conducting criminal background checks through the California Department of Justice. (See Attachment C, Criminal Background Check). The District is extending this requirement to all types of contractors if they are deemed to have more than limited contact with the District students.

The Contractor shall assume all expenses associated with these background checks and shall immediately remove any employee or agent from District property who has been arrested or convicted of any serious or violate felony, as defined by the California Penal Code Sections 667.5 and 1192.7.

The District shall be the final arbiter of what constitutes “limited contact”. The District may also, in its sole discretion, waive these provisions if it determines that emergency or exceptional circumstances exist, which threaten student or staff safety, if the work is delayed pending clearance.
P. CONTACT REQUIREMENT

Contractor must have an established office where he can be contacted during the working day. An answering service will not be satisfactory.

Q. STAFFING REQUIREMENTS

Contractor must show ability to have qualified workers available to insure the fulfillment of the services required, without unreasonable loss of time in reaching each of the job sites.

R. MONTHLY SERVICE REPORTING

Contractor will provide in triplicate, and separately for each District Department serviced, a monthly report including:

- Monthly Site Invoice
- Dates and location of site serviced
- Insects and pests encountered
- Service(s) rendered

Contractor will be required to submit a Quarterly Report to the IPM Coordinator summarizing services provided monthly to each site.

Submit report and Invoice to:

Director of Custodial Services
San Francisco Unified School District
834 Tolland Street
San Francisco, California 94124

S. PRICE ADJUSTMENT

The price quoted shall be firm for the first (12) months of the contract. Upon written mutual agreement, for the remainder of the contract period, any price changes shall be subject to upward or downward adjustment once each year, not to exceed 5%. This adjustment must be in writing and justification for the increase must be provided.

T. CONTRACTOR NON-COMPLIANCE

In the event that the Contractor fails to provide service twice per month, under the terms of the contract, the monthly payment will be reduced by a pro-rated amount for each incident of non-compliance. Additionally, the Contractor will be charged the sum of $100.00 per incident of missed service call.

U. BID SHEET

All bids must be returned on the Bid Sheet provided. All information must be filled out completely. Failure to comply will be grounds for rejection of the bid as being non-responsive.

The bid sheet will be evaluated as an aggregate, all or nothing.
Dollar amounts will be stated in whole dollar amounts and cents thereafter (i.e. $00.00), fractions of a cent will be rounded down to the nearest cent.

V. BID SIGNATURES

All bids must show the Bidder name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

W. REFERENCES

Bidder shall provide the names of three (3) businesses or educational institutions, including phone numbers and contact names, for which similar services have been provided of a similar magnitude. (See Attachment D).

X. COST OF BID PREPARATION

Cost of preparation for the response to this invitation to bid is solely the responsibility of the Bidder. The District accepts or implies no liability in the cost of preparation.

Y. ADDENDA / CLARIFICATION

All inquiries/questions regarding the bid must be submitted by Tuesday, April 26, 2016:

Evan Magante, Purchaser
Purchasing Department
San Francisco Unified School District
135 Van Ness Avenue, Room 123
San Francisco, CA. 94102
FAX: 415-241-6487
PHONE: 415 241-6468
E-MAIL: magantee@sfusd.edu

Responses will be communicated to all the recipients on the SFUSD Website.

Link:

Navigation:
www.sfusd.edu > Partnering with SFUSD > Current Invitation for Bids > Integrated Pest Management IPM-040116

Inquiries received after the date and time stated above will not be accepted. When communicating, always refer to the applicable Bid number.
Submission of a signed bid will be interpreted to mean that the bidder has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.

Responses will be consolidated and posted on the web. When communicating always refer to the applicable bid number.

Z. SUBMISSION OF BIDS

Bidders shall be required to submit the following documents with their bid:

- Contract Proposal
- Bid Form (Attachment B)
- Criminal Background Check Form (Attachment C)
- Reference List (Attachment D)
- Bid Sheet (Attachment F)
- Valid Business License, copy
(Attachment A)

TIME SCHEDULE
INTEGRATED PEST MANAGEMENT
PRE – BID WALK THROUGH

All bidders are required to attend the pre-bid walk through for all sites as listed below. The walkthrough will commence promptly at 10:00 am at the Lobby of SFUSD’s Administrative Offices located at 555 Franklin Street, on Wednesday, APRIL 20, 2016.

Full schedule is listed below.

Note: In order to verify your attendance at the Pre-Bid Walkthrough you will be requested to sign in and register.

DATE: WEDNESDAY, APRIL 20, 2016

TIME: 10:00 am ADMINISTRATIVE OFFICES 555 Franklin Street, Lobby

10:30 am E.R. TAYLOR ES 423 Burrows Street

11:00 am MARTIN LUTHER KING JR. MS 350 Girard Street

11:30 am THURGOOD MARSHALL HS 45 Conkling Street

Note: Times are approximate and include estimated walk through and transit time. Actual times may vary from site to site.
(Attachment B)
BID FORM

By signing below, I attest that I am an authorized representative/agent, and that I am authorized by my signature to bind this company contractually.

Company:__________________________________________

Address:___________________________________________

City, State, Zip Code________________________________

Telephone Number:______________________________

Cellular Phone Number_____________________________

Fax Number:_______________________________________

Email Address:_____________________________________

(Punctuate Accordingly if Case Sensitive)

Name:___________________________________________

(Please Print)

Title:____________________________________________

Signature:________________________________________

(Must be a Hand Written Signature)

Date:____________________________________________
### Criminal Background Check/Tuberculosis Clearance Written Certification Form

<table>
<thead>
<tr>
<th>Name of Contractor*:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Services to be performed under the Agreement*:</td>
<td></td>
</tr>
<tr>
<td>Schools/Locations where services are being performed*:</td>
<td></td>
</tr>
<tr>
<td>Total amount to be paid by the District Under this Agreement not to exceed*:</td>
<td></td>
</tr>
<tr>
<td>Term of Agreement*:</td>
<td>FY</td>
</tr>
</tbody>
</table>

*Provided for ease of reference only; the provisions of the Agreement shall control in the event of any conflict with the language of this form.

Contractor shall check the applicable boxes and fill in any applicable blanks.

#### CRIMINAL BACKGROUND CHECK

1. [ ] Contractor/Contractor's employees, agents or volunteers will **ONLY HAVE LIMITED OR NO CONTACT** with District students (as defined by District) in the performance of this Agreement. By checking this box, Contractor certifies that its employees, agents, volunteers will have no contact, or only limited contact, with District students in the performance of this Agreement.

2. [ ] Contractor/Contractor's employees, agents or volunteers, listed below, will have **MORE THAN LIMITED CONTACT** with District students (as defined by District) in the performance of this Agreement. **INSERT NAMES OF EMPLOYEES** (Attach and sign additional pages, as needed.)

   By checking this box, Contractor certifies that the employees, agents, volunteers noted above/attached have been fingerprinted under procedures established by the California Department of Justice and the FBI, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code, and Contractor certifies that it has requested subsequent arrest notification for these employees.

#### TUBERCULOSIS CLEARANCE

3. [ ] Contractor/Contractor's employees, agents or volunteers will **ONLY HAVE LIMITED OR NO CONTACT** with District students (as defined by District).

4. [ ] Contractor/Contractor's employees, agents or volunteers, listed below, will have **MORE THAN LIMITED OR PROLONGED CONTACT** with District students (as defined by District) in the performance of this Agreement, and have cleared a TB Test. **INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE** (Attach and sign additional pages, as needed.)

**Further Certification by Contractor:** "I hereby certify on behalf of Contractor that the information provided herein is true and accurate. I further agree that during the term of this Agreement, if Contractor learns of additional information that differs from the responses provided above, including but not limited to hiring new personnel and/or notice of a subsequent arrest, Contractor will immediately forward this information to District. If Contractor receives any subsequent arrest notification, I certify that Contractor will immediately notify District and bar such employee/agent/volunteer from performing any services under this Agreement that involve any contact with students."

<table>
<thead>
<tr>
<th>Contractor Signature</th>
<th>Date</th>
<th>Administrator Signature</th>
<th>Date</th>
<th>Cabinet Member Signature</th>
<th>Date</th>
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Print name of Signatory
Print name of Administrator
Print name of Cabinet Member
Bidders must complete this Attachment C (References Form), and any copies hereof, as required under Section 65 ("References") of this invitation for bids.

1) Company/Organization Name: ____________________________________________
   Contact Person (Name & Title): ____________________________________________
   Address: ___________________________ City & State: ___________________________
   Telephone: _______________________ Email: ________________________________
   Description of the services (including volume, type and dates) that the bidder provided to this organization:
   ____________________________________________________________________
   ____________________________________________________________________
   ____________________________________________________________________

2) Company/Organization Name: ____________________________________________
   Contact Person (Name & Title): ____________________________________________
   Address: ___________________________ City & State: ___________________________
   Telephone: _______________________ Email: ________________________________
   Description of the services (including volume, type and dates) that the bidder provided to this organization:
   ____________________________________________________________________
   ____________________________________________________________________
   ____________________________________________________________________

3) Company/Organization Name: ____________________________________________
   Contact Person (Name & Title): ____________________________________________
   Address: ___________________________ City & State: ___________________________
   Telephone: _______________________ Email: ________________________________
   Description of the services (including volume, type and dates) that the bidder provided to this organization:
   ____________________________________________________________________
   ____________________________________________________________________
   ____________________________________________________________________
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<td>ALAMO</td>
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<td>GIANNINI</td>
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<td>BUENA VISTA ALT.</td>
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<td>LICK</td>
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<td>CARVER, G.W.</td>
<td>1360 OAKDALE ST</td>
<td>MANN</td>
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<td>CHAVEZ, CESAR</td>
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<td>CHIN, JOHN YEHALL</td>
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<td>455 ATHENS ST</td>
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<td>REVERE ANNEX, PAUL</td>
<td>610 TOMPKINS</td>
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<td>125 EXCELSIOR ST</td>
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<td>SPRING VALLEY</td>
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<td>STEVENSON, R.L.</td>
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<td>KING, STARR (PreK)</td>
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<td>SUITO</td>
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<td>TENDERLOIN COMM.</td>
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<td>78</td>
<td>VALLEY VISITACION</td>
<td>55 SCHWENK ST</td>
<td>MISSION (PreK)</td>
</tr>
<tr>
<td>A</td>
<td>B</td>
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<tr>
<td>80</td>
<td>WEBSTER, DANIEL</td>
<td>465 MISSOURI ST</td>
<td>MONTESSORI SCHOOL</td>
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<tr>
<td>81</td>
<td>WEST JBBP</td>
<td>1501 O'FARRELL</td>
<td>MUIR, JOHN</td>
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<tr>
<td>82</td>
<td>WEST PORTAL,</td>
<td>5 LENOX WAY</td>
<td>NORIEGA (PreK &amp; SA)</td>
</tr>
<tr>
<td>83</td>
<td>WO, YICK</td>
<td>2245 JONES ST</td>
<td>PARKER (SA)</td>
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<tr>
<td>84</td>
<td>YU, ALICE FONG</td>
<td>1541 12TH AVE</td>
<td>PRESIDIO (Infant, PreK &amp; SA)</td>
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<tr>
<td>85</td>
<td>REDDING (SA)</td>
<td>1421 PINE ST</td>
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<td>86</td>
<td>REVERSE ANNEX, PAUL</td>
<td>610 TOMPKINS</td>
<td>SA PARENT/INFANT</td>
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<td>87</td>
<td>ADMINISTRATION</td>
<td>SA SAN MIGUEL (PreK &amp; SA)</td>
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<td>88</td>
<td>District Office 1</td>
<td>555 Franklin St.</td>
<td>SERRA (SA)</td>
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<td>89</td>
<td>District Office 2</td>
<td>135 Van Ness Ave.</td>
<td>SHERIDAN</td>
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<td>91</td>
<td>Student Nutrition</td>
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<td>Child Development Prog</td>
<td>20 Cook St.</td>
<td>STOCKTON (PreK &amp; SA)</td>
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<td>93</td>
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<td>SUTRO (SA)</td>
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<td>94</td>
<td>SCHOOL HEALTH PROGRAMS</td>
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<td>WEILL (PreK &amp; SA)</td>
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<td>MONTHLY COST PER SITE*</td>
<td># SITES</td>
<td>TOTAL MONTHLY SITE COST</td>
</tr>
<tr>
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<tr>
<td>PRICE PER MONTHLY ADMINISTRATIVE SITE:</td>
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<td>PRICE PER MONTHLY CHILD CARE CENTER:</td>
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<tr>
<td>PRICE PER CHARTER SCHOOL</td>
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<td>PRICE PER COUNTY &amp; COURT SCHOOL</td>
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<tr>
<td>TOTAL # OF SITES SERVICED PER MONTH</td>
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<td>168</td>
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</table>

*PRICE BASED ON TWO VISITS PER MONTH

TOTAL COST OF MONTHLY SERVICE CALLS TO SFUSD

Number of Licensed Pest Control Operators employed by your company in the San Francisco Bay Area __________________________

Contractor License Number __________________________