



GLENDALE UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL - RFP P-60-16/17

Pest Control Services

Mandatory Conference: **Will Not Be Performed**

Proposal Due Date: **August 29, 2016;** **11:00 AM**
Glendale Unified School District
223 N. Jackson Street, Room 305
Glendale, CA 91206

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Notice Calling for Requests for Proposals

DISTRICT: GLENDALE UNIFIED SCHOOL DISTRICT
PROJECT IDENTIFICATION: Pest Control Services
PROJECT NUMBER: RFP Number P-60-16/17
PROPOSALS DUE BY: August 29, 2016; 11:00 AM
SUBMIT PROPOSALS TO: Glendale Unified School District
223 N. Jackson Street, Room 305
Glendale, California 91206
RFP DOCUMENTS AVAILABLE: <http://www.gusd.net/Page/662>

NOTICE IS HEREBY GIVEN that Glendale Unified School District, acting by and through its Board of Education, hereinafter the “District” will receive up to, but not later than the above stated date and time, sealed Proposals for the Contract for the Work generally described as: **RFP #P-60-16/17 – Pest Control Services**. Proposals received after the due date and time will be returned unopened to the non-responsive bidder.

Bid Proposal Security. Each Bid Proposal shall be accompanied by Bid Security in an amount **ONE THOUSAND DOLLARS (\$1,000.00)**. Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

No Withdrawal of Proposals. No Bidder shall withdraw its Proposal for a period of **ninety (90) days** after the award of the Contract by the District’s Board of Education. During this time, all Bidders shall guarantee prices quoted in their respective Proposals.

Waiver of Irregularities. The District reserves the right to reject any or all Proposals or to waive any irregularities or informalities in any Proposal or in the bidding.

Award of Contract. The Contract for the Work, if awarded, will be by action of the District’s Board of Education to the Bidder that meets the qualifications established by the RFP documents.

Inquiries and Clarifications. This document is for informational purposes and shall not relieve the Bidder of the requirements to fully become familiarized with all the factors affecting the Proposal. The Bidder is advised that all inquiries and clarifications about the RFP documents, specifications, etc., shall be submitted to the District in writing no later than **August 19, 2016, 8:00 AM**. The District will respond at its earliest possible opportunity. Verbal communication by either party with regard to this matter is invalid. Inquiries shall be made in writing to: Gioconda Padilla, Director, Procurement & Contract Services, 223 N. Jackson Street., Glendale, CA 91206; or via Email at: gpadilla@gusd.net; or via facsimile at 818.247.8254.

Gioconda Padilla
Director, Procurement & Contract Services
GLENDALE UNIFIED SCHOOL DISTRICT
Los Angeles County, State of California
FOR: The Board of Education

Terms and Conditions

A. Overview

The Glendale Unified School District (“GUSD,” “District,” or “Owner”), acting by and through its Governing Board, is seeking competitive proposals for **Pest Control Services** from qualified and experienced pest management businesses who are duly certified, registered and licensed in the State of California to render quality pest control services in order to provide a prevention, management strategies, routine maintenance for a pest free environment.

The Glendale Unified School District, located in Los Angeles County, in the State of California serves a student population numbering approximately 26,000 students in grades Kindergarten through Twelfth grade. Currently the School District has thirty school sites which most include a cafeteria. In addition, there are administrative sites, which include the District Office, Warehouse, Facility and Support Operations, Planning, and Nutrition Services.

The primary point of contact for this RFP is Gioconda Padilla, Director, Procurement & Contract Services. Proposals in response to this RFP are due by 11:00 AM (Pacific Time) on Wednesday, August 29, 2016, at: Glendale Unified School District, Procurement & Contract Services, 223 N. Jackston Street, Room 305, Glendale, CA 91206. Respondents are required to submit one (1) original and one (1) digital format (i.e. flash/pen/thumb drive) of the proposal to the District. The original should be bound, but contained together within one (1) sealed envelope or container. The envelope or container must be clearly labeled and include the: Contractor Name, Address, Phone number, as well as the RFP number.

B. Reference to Negotiation

A proposal to any specific requirement of the Request for Proposal with terms such as “negotiable,” “will negotiate,” or similar, will be considered non-responsive to that specific item and may render the entire proposal non-responsive and subject to rejection.

C. District Conduct of Job-walk/Conference

Regardless of whether the Job Walk is or is not designated as being mandatory, the District may, in its sole and exclusive discretion, elect to conduct one or more Job Walks, in which event the District shall issue a notification.

D. Use of District Documents

Proposals must be submitted on forms or in the format provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions or interlineations without the written consent of the District, which may be given or withheld in its sole and absolute discretion. Reproduction of District documents is permitted, so long as reproduced copies are exactly identical in size, format and content as the forms prepared by the District. Any proposal submitted in altered form may result in rejection of such proposal at the option of the District.

E. Inspection of Documents

1. Each Contractor receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages or other indication of incomplete information provided to the Contractor.
2. The failure or neglect of any Contractor to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Contractor from obligations with respect to his

or her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

3. Receipt of addenda to the proposal documents by a Contractor must be acknowledged on the proposal before the time proposals are due.

F. Bid Bond

Bid Security shall be in the form of: (a) a certified or cashier's check made payable to the District or (b) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and a California Admitted Surety Insurer under Code of Civil Procedure §§995.120 and 995.311 as surety (the "Bid Security") in an amount ONE THOUSAND DOLLARS (\$1,000.00) Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected.

G. Forfeiture of Bid Security.

If the Bidder awarded the Contract fails or refuses to execute the Agreement within seven (7) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work the next responsible Bidder or may call for new bid proposals, in District's sole and exclusive discretion.

H. Contract Term and Renewals

1. Minimum contract term is from October 1, 2016, through September 30, 2017, and quoted prices must stay in effect after award of bid. Thereafter, the contract may be extended upon mutual consent of the District and Bidder for four (4) additional one-year increments in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges).
2. Bidder is required to submit, in writing before June 30th, a request to renew subject to the terms of this RFP.
3. Price increases may be considered during Contract renewal periods only (June 30-August 30). Price increases may be negotiated subject to existing local market conditions and as in the Consumer Price Index Urban for the Los Angeles/Long Beach region, but may never exceed three percent (3%) in any contract year. In the event of a general price decrease the District reserves the right to revoke specific bid awards unless the decrease is passed on to the District.

I. Scope of Work and Requirements

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

1. A detailed monthly inspection report for each site.
2. A centralized log book created and kept at Facility and Support Operations with MSDS of all applicable chemicals which may be used during the IPM process.
1. A walk-through inspection of Cafeterias, work rooms, mechanical rooms, electrical rooms, dining areas, classrooms, corridors, hallways, office areas, recreation rooms, storage rooms, restrooms, boiler rooms, and building exteriors.
2. Based on the monthly inspection results, apply necessary pest control means by placing bait stations, sticky traps, and recommendations for necessary facility alterations or repairs.
3. Monitor the pest control methods and track them by records in a log book placed at the site.

4. Provide monthly sanitation report that directs the District of areas needing attention on site.
5. Qualified and licensed personnel will do all inspections, treatments, and monitoring.
6. Should monitoring and inspection reveal a need to apply a pesticide, a “Notice of Intent for Pesticide Application” will be submitted to the Facility and Support Operations (FASO) department for consideration. This notice will indicate the specific area to be treated, pest(s) to be controlled, and approve or not approve an application based on available information.
7. Should District personnel identify a problem at a time period between monthly inspections, contractor shall provide personnel to conduct an emergency visit (within 6 hours of notification or not longer than the following morning) to inspect and advise the District of the problem.
8. Should it be necessary to apply products for pest control, all applications will be done when students are not present, after all school activities have ended or during the weekend.
9. Should it be deemed necessary to apply a pesticide, the Operations Coordinator for the Glendale School District MUST approve all applications prior to time of treatment.
10. Dead Animal / Carcass removal – Contractor will investigate, remove and dispose of any dead animal carcass, including but not limited to: in, under or around buildings, attics, sheds, storage containers, etc. as requested within 4 hours of initial notification.
11. Monthly visits for prevention of rodent and pest infestations
12. Monthly written communication, preferably by electronic mail to the Director of Nutrition Service and Director of Facility and Support Operations, summarizing findings of site inspections and treatments
13. Insecticides, rodenticides, and pesticides
14. Spray treatment for interior and exterior of building
15. On-call for emergency or follow-up visits for correction of rodent and pest problems
16. Glue boards
17. Lo-line rotation
18. Fly boards
19. A program binder for each kitchen is to be kept current at the sites and include MSDS and labels, contact information, and records indicating the monitoring of the site. Monthly site monitor reports are also to be sent to the Director of Nutrition Services via e-mail at jcgonzales@gusd.net or an electronic form.
20. Completed work order for Kitchen area must have cafeteria manager’s signature.
21. Site Visit must be completed between the hours of 6:00 AM to 10:00 AM
22. District guidelines of the Health Schools Act of 2015.

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

The successful Bidder shall provide complete services schedules for each building or site, including frequency of visits, specific day(s) of the week of visits, specific day(s) of the week of visits and approximation duration of each visit. The frequency shall be based upon pest problems and shall be approved by the Director of Facility and Support Operations.

1. Uniforms

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

2. Trucks/Vehicles

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

Any vehicle operated by the Contractor or their subcontractor shall be maintained in accordance with the California Highway Patrol (CHP) regulations. Any vehicle that develops a leak while on District premises shall not enter District property until repaired. The Contractor is responsible to have all oil residue and stains which results from leaking vehicles removed from the District property immediately and the affected area made safe, without cost to the District.

Contractor's representatives driving vehicle on District grounds shall use extreme caution at all times – maximum speed is 5 M.P.H.

3. New Locations.

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

4. Exclusions.

The Successful Bidder is required to carry out minor structural pest prevention modifications of services with prior written approval from Kent Smith, Director of Facility and Support Operations, such as caulking, as part of the pest management effort or as deemed necessary by the Director of Facility and Support Operations.

5. Emergency Services.

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

6. Use of Pesticides.

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

7. Rodent Management

- a) **Indoor Trapping and Management.** Rodent management inside occupied buildings shall be accomplished with trapping devices only. The Bidder shall be responsible for checking and disposing of all trapped rodents in a timely manner and in accordance with all applicable local, state, and federal requirements.
- b) **Use of Bait Boxes.** Servicing of bait boxes shall depend upon the level of rodent infestation and the needs of the District. All bait boxes shall be maintained in accordance with EPA regulations. The Bidder shall adhere to the following five points:

All bait boxes shall be placed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations.

The lids of all bait boxes shall be securely locked or fastened shut.

All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface so that the box cannot be picked up or moved.

Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.

All bait boxes shall be labeled on the outside with Bidder's business name, phone number, date, bait material, bait EPA registration number, and the statement "DO NOT TAMPER WITH THIS PEST MANAGEMENT DEVICE," at the time of installation. The labels shall be checked for readability at each servicing and the date of the most recent servicing shall be written onto the label.

8. Insect Management

- a) **Emphasis on Non-Pesticide Methods.** Bidder shall use non-pesticide methods of pest management wherever possible. Examples:

Portable vacuums, rather than pesticide sprays, shall be used for initial clean-outs of cockroach infestations, for swarming insects (ants, termites, and others) and for management of spiders in webs whenever appropriate.

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

Other non-pesticide methods, as needed.

- b) **Application of Insecticides.** Insecticide bait formulations shall be used to manage cockroaches, ants, and other insects, bait formulations in shall be used whenever possible.
- c) **Cracks and Crevice Treatments.** When bait formulations are not effective, the Bidder shall, as a general rule, apply all insecticides as crack and crevice treatments, define in this agreement as treatments in which the formulated insecticide is not visible to a bystander during or after the application process. After all crack and crevice treatments the Bidder will seal cracks and crevices with caulk or other products approved by Director of Facility and Support Operations. This will be considered part of routine pest management.
- d) **Monitoring.** Visual identification, sticky traps or other devices shall be used to guide and evaluate indoor insect management efforts.
- e) **Employees.** All Bidder employees must be acceptable to the District and wear distinctive uniforms. Dissatisfaction with the work or the actions of any employee of the Bidder performing work under this contract shall be sufficient cause for removal of said employee from the work or for cancellation of the contract.

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

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

9. Permits/Licenses

Permits and licenses necessary for execution of work shall be secured and paid for by Bidder. The Bidder will secure and pay for all necessary licenses fees, permits, taxes and fees which are legally required by city, county, state and federal governments or agencies for the performance of said

services. Specifically, the Bidder shall observe and comply with the Department of Health Services, CAL/OSHA, South Coast Air Quality Management District, California Department of Pesticide Regulation, State and Federal Environmental Regulations, Fire Codes and other applicable laws, ordinances and regulations. The Bidder shall provide copies of all permits, licenses and certificates to the District. Licenses and certification must be maintained throughout this agreement.

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

10. Safety and MSDS

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

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

Also, successful Bidder shall keep any records required by law. Copies of all records required by shall be provided to Director of Nutrition Services, Director of Facility and Support Operations, and Director of Procurement & Contract Services, upon request.

11. Crews

Crews assigned by the Contractor for performance under the agreement shall be licensed as required by law, have a working knowledge of the greater Los Angeles Street and Freeway systems and bonded/insured/licensed on the Contractor. All such personnel shall be furnished identification by the Contractor. While on District property they shall follow directions of the District representative especially with regard to safety requirements and delivery instructions.

12. Log Books

The Bidder shall be responsible for maintaining a complete and accurate Pest Management Log Book at each site facility and kitchen facility that is serviced under this contract. The Log Book shall be updated at each visit by the Bidder. If the facility does not have a Log Book, Bidder is responsible for providing one.

The Log Book shall contain a minimum of the following items:

- a. A copy of the IPM plan and/or service schedule for the facility
- b. A copy of each license, certification, or proof of insurance required.
- c. A list of pesticides used and Material Safety Data Sheets (MSDS).
- d. A pest sighting log where new work orders are updated
- e. The location of all traps and bait stations on the premises, preferably in map format.
- f. Copies of all service report forms for the facility

13. The Healthy School Act

The Bidder will coordinate with the Director of Facility and Support Operations, notifications, posting, and recordkeeping for pesticides used on District facilities. Please visit the following website:

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

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

14. Performance

If the Bidder fails to perform the basic services THE DISTRICT RESERVES THE RIGHT TO DEDUCT THE FEE FROM MONTHLY INVOICES.

A performance review will be conducted on an annual basis with the Director of Nutrition Services, Director of Facility and Support Operations, and Director of Procurement & Contract Services. If in the opinion of the District, the Bidder fails to perform satisfactorily or fails to furnish safe and satisfactory services, or otherwise fails to comply with the terms of this contract, the District may without further notice or demand, make arrangements for the work, or any part thereof, performed elsewhere, hold the Bidder responsible and liable for damage(s) which may be sustained by the District thereby or on account of the failure or neglect of said Bidder in performing any of the terms and conditions of this contract.

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

J. Proposal Content and Format

In addition to returning the mandatory forms the Contractor should also submit one (1) original and one (1) digital format (i.e. flash/pen drive) of the proposal following the guidelines listed below:

1. Cover Letter

A maximum one-page, dated Introductory Letter must be submitted including the legal name of the respondent, address, telephone and fax numbers, e-mail and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the firm.

2. Table of Contents

A Table of Contents of the material contained in the proposal should follow the Cover Letter. It should include titles and page numbers.

3. Executive Summary

This section should include a discussion of the proposal, approach, relevant assumptions and caveats associated with the proposed costs, and a brief summary of the company's professional qualifications. Also provide an overview of the service and support structure related to all steps necessary to achieve problem resolution.

4. Overview of Competency

This section should outline the number of technicians and support staff as well as the contact information of the dispatch center. Particular emphasis should be placed on describing the staff that will be responsible for servicing the District. Include training descriptions and schedules for staff that will service the District.

5. Chemicals and Pest Control Methods Used

This section should provide a thorough overview of the chemicals and pest control methods that the company uses.

6. Narrative

The bidder will include with their proposal a written narrative of approach to pest management, maintenance, prevention, technology and the formulation of long term solutions and use of chemicals. The Proposal Narrative shall not exceed 10 pages (page limit excludes RFP Forms and/or copies of the bidder's contracts and service level agreements). The proposal narrative shall include the following:

- i. **Experience** – Describe your experience with public and private educational institutions. Also, include experience with school district cafeterias and approach to pest maintenance and prevention, while adhering to safety regulations for food preparation facilities.
- ii. **Technology** - Describe how you incorporate technology to monitor service technicians, job tickets, and invoice customers. How do you validate that technician completed a job ticket prior to invoicing customer. Are you familiar with or have used School Dude?
- iii. **Monitoring, Surveillance, and Results** – Describe methods, and procedures to be used for identifying sites of pest harborage and population levels.
- iv. A description of the bidder's billing process and sample invoice.
- v. A statement, if applicable, that clearly addresses any conflict or inability on the part of the bidder to meet the specified service and/or terms and conditions specified in this document.

7. Personnel

Include resumes, who will be assigned to the Glendale Unified School District. Experience in pest prevention, monitoring, trapping, trap-count assessment, safety, risk evaluation of product and pest biology and recognition. Training in pesticide and certification programs.

8. IPM Program Coordinator

Describe experience working with IPM Program Coordinators. How often do you meet with assigned District Coordinator to evaluate the program's progress and find solutions to problems that may be raised by District staff?

9. Fee Schedule

Include one fee schedule for school site facilities and a separate fee schedule for school site cafeterias. Include in fee schedules the follow but not limited to:

- i. Basic monthly services per school site and cafeterias
- ii. Trouble call for pest and rodent control and rush service
- iii. Rodent control baiting stations
- iv. Ant control
- v. Stinging insect control

- vi. Bird trapping and netting
- vii. Animal trapping

10. Service Agreement

The bidder will include three (3) signed and dated originals of the District's Service Agreement included in this RFP.

11. Corporate Profile

This section should include an overview of the company's history and current financial status and related documents such as brochures, financial statements, SEC 10Q/Ks, and other standard information. Financial documents will be kept secured and not subject to public information.

12. Mandatory Forms (Certificates and Certification Documents)

In addition to the items outlined above (Section J, 1 through 12), this section should include required forms contained in this RFP document.

- Non-Collusion Statement
- Worker's Compensation Certification
- Prevailing Wage Certification
- Drug-Free Workplace Certification
- Tobacco Free Environment Certification
- Lead-Based Materials Certification
- Imported Materials Certification
- Criminal Background Investigation/Fingerprint Certification
- Agreement
- Proposal Acknowledgment Form
- Bid Bond or Bid Security

Continued....

K. Evaluation and Award of Contract

The award of a contract, if made by the District, will be based on the District's assessment of qualifications and desirability of the Contractors.

1. Evaluation Criteria: Written proposals will be initially screened for completeness. Proposals that are not materially complete, in the District's discretion, will not be evaluated further.
2. The remaining proposals will be evaluated using the following criteria. All data and information in the written proposal will be subject to verification.

Selection Criteria	Weight
Price of Eligible Goods & Services	50
Prior Experience with Glendale Unified School District and/or References	20
Expertise, Management Capability	10
Company Experience, Background, Financial Health	10
Certifications and Qualifications	10
Total	100%

3. Without limiting the foregoing, such procedures may include review of proposals and interviews of one or more Contractors by a review and selection committee composed of any of the Districts employees, officials of other public agencies, consultants, community members and/or others.
4. The District reserves the right to request additional information and/or clarifications from any or all Contractors that respond to this RFP.

L. Rejection of Proposal and Waiver of Irregularities

The District reserves the right to reject any or all proposals and to waive any immaterial irregularities in the proposal process or any proposal. The District also reserves the right to select any proposal which the District believes is in the best interest of the District which may not provide the lowest price(s) submitted.

The right is reserved, as the interests of the District may require, to revise or amend the proposal documents prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposals. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed or both, the date set for the opening of the proposals may be postponed by such number of days as in the opinion of the District will enable Contractors to revise their proposals to account for such changes. In such cases, the addendum will include an announcement of the new date for opening proposals.

M. Erasures or Corrections to Entries

The proposal documents submitted must not contain any erasures, strikeouts or other corrections of entries that impair accurate interpretation of the entry and/or understanding of the proposal.

If correction of an unintended entry is desired such correction must be clear and legible and clearly authenticated by initials of the person signing the proposal. Unclear or unauthenticated corrections may result in rejection of the proposal at the option of the District.

N. Withdrawal or Amendment of Submitted Proposal

1. Any proposal that has been submitted may be withdrawn prior to the scheduled time for opening of proposals. A request to withdraw a proposal must be in writing and received by the District prior to the scheduled time for opening of proposals.
2. No Contractor may submit more than one proposal.
3. After the scheduled time for opening of proposals, these proposals may not be withdrawn for ninety (90) days.

O. Obtaining Information

1. Outside sources. The District reserves the right to obtain from any and all sources information concerning a Contractor which the District deems pertinent to this Request for Proposal and to consider such information in evaluating the Contractor's proposal.
2. Inspections. Upon reasonable notice to the Contractor, the District reserves the right to make on-site inspections of the Contractor's installations and any proposed permitted assignee's (as provided in the Agreement) facilities which the District deems pertinent and necessary to evaluate the Contractor's proposal and to consider any information received from such inspection in evaluating the Contractor's proposal.

P. Proposal Costs

The District shall not be liable for any cost incurred by a Contractor in the preparation or delivery of its response to the Request for Proposal or for any other costs incurred because of this Request for Proposal.

Q. Proposal Disclosure

1. All proposals received shall remain confidential until a contract resulting from this Request for Proposal is signed by the District and the apparent successful Contractor; thereafter the proposals shall be deemed public records. In the event that a Contractor desires to have portions of its proposal remain confidential, it is incumbent upon the Contractor to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.
2. The District will consider a Contractor's request(s) for confidentiality; however, the District will not be bound by the assertion that a page contains confidential material. An assertion by a Contractor that an entire volume of its proposal is confidential will not be honored. The District reserves the right to disclose all information in the proposal, even if the Contractor requests that it remain confidential, if the District determines that disclosure is not prohibited by law or court order.
3. Until a contract resulting from this Request for Proposal is executed, no employee, agent or representative of any Contractor shall make available or discuss its proposal with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in the Request for Proposal or in writing by the District for the purposes of clarification and evaluation.
4. Contractors shall not issue any news release(s) or make any statement to the news media pertaining to this Request for Proposal or any proposal and/or contract or work resulting therefrom without the prior written approval of the District which may be given or withheld in its sole and absolute discretion and then only in cooperation with the District.

R. Signatures

All proposals must show the firm 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.

S. Cancellation for Insufficient or Non-Appropriated Funds

The Contractor hereby agrees and acknowledges that monies utilized by the District to purchase the services listed in this proposal are public money appropriated by the State of California, the Federal Government, or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

T. Payment Terms

Cash discounts of twenty (20) days or more are acceptable. Cash discounts of less than 20 days are not acceptable and will be considered as net 30 days. Net payments are normally paid within 30 days.

The District payment terms are Net 30, from the date our Accounts Payable receives the invoice.

U. Contractor's Liability Insurance - Insurance Requirements

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Owner from claims set forth below, which may arise out of or result from the Contractor's Work under the Contract and for which the Contractor may be legally liable, whether such Work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

- a. Claims for damages because of bodily injury, sickness, disease, or death of any person Owner would require indemnification and coverage for employee claim;
- b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- d. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
- e. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- f. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- g. Claims involving sudden or accidental discharge of contaminants or pollutants.

1. Specific Insurance Requirements

- a. The Contractor shall provide and maintain the following insurance coverage amounts, naming the Glendale School District as Additional Insured by Endorsement, as set forth below:

Workers Compensation Insurance

In accordance with limits established by law.

Employers Liability Insurance: \$1,000,000

Commercial General Liability Insurance

Per Occurrence \$2,000,000

Aggregate \$5,000,000

Automobile Liability Insurance \$1,000,000

- b. A minimum 30 day notice of cancellation is required.
- c. The Contractor cannot commence without such proof of insurance. If the District is damaged by failure of the Contractor to maintain such insurance, it may recover as stipulated elsewhere in the Contract Documents for recovery of damages. District may insure its own interest if Contractor fails to effect or maintain insurance.

2. Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- (a) Automotive and truck where operated in amounts \$1,000,000.00
- (b) Material Hoist where used in amounts \$1,000,000.00
- (c) Explosion, Collapse and Underground (XCU coverage) \$1,000,000.00
- (d) Hazardous Materials \$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars (\$4,000,000.00).

3. Additional Insured Endorsement Requirements

The Contractor shall name Glendale Unified School District as additional insured. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the Owner in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the Owner.

V. General Requirements

- 1. All Contractors are required to comply with Labor Code Section 3700. This section mandates that employers in the State must have Worker’s Compensation Insurance that covers every employee. The Worker’s Compensation Certificate included in this proposal must be completed and returned with the submittal.

2. All Contractors must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within GUSD must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ. The district has provided a certificate of understanding that must be returned with this RFP submittal.
3. Antidiscrimination: It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.. All Bidders agree to comply with the District’s anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
4. Compliance with Immigration Reform and Control Act of 1986. The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (“IRCA”); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

W. Hold Harmless

The successful Contractor agrees to defend and hold harmless the District, its Governing Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the successful Contractor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the successful Contractor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The successful Contractor further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.

X. Termination For Convenience

This agreement may be terminated by District for any or no reason at any time during the term of this agreement by giving thirty- (30) day written notice to the Contractor. Said notice shall be in writing, shall state the date of the proposed termination (which shall in no event be earlier than twenty-four (24) hours from the time of delivery of such notice) and shall be delivered to the addresses listed for the Contractor in this Agreement. In such event, this agreement shall terminate on the termination date set forth in the termination notice. District shall pay to the Contractor all amounts earned and invoiced by the Contractor up to the termination date (subject to the District’s offset rights set forth in this Agreement) and the parties shall thereafter be released from all further obligations and liabilities under this Agreement, except to the extent that any such obligations or liabilities expressly survive the termination of this agreement.

Y. False Claims Act.

Contractor expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

Z. Written Inquiries Deadline – Addenda

Questions or suggestions about this Invitation shall be in writing and delivered by mail, by facsimile, email, or in person no later than **August 19, 2016, by 8:00 AM**, and delivered to: Gioconda Padilla, Director, Procurement & Contract Services, Glendale Unified School District, 223 N. Jackson Street., Glendale, CA 91206; fax: 818.247.8254; email: gpadilla@gusd.net.

END OF SECTION

Proposal Acknowledgement Form

Request For Proposal – RFP P-60-16/17 Pest Control Services

TO: GLENDALE UNIFIED SCHOOL DISTRICT
 223 N. JACKSON STREET
 GLENDALE, CA 91206
 Attention: Gioconda Padilla, Director, Procurement & Contract Services

Date _____

Submitted By: _____
 Bidder's Name

Bidder's Address

Telephone

Fax

Having examined the proposal documents for Pest Control Services for the GLENDALE UNIFIED SCHOOL DISTRICT and having inspected the sites of/and the conditions affecting and governing the services of said services, the undersigned Bidder hereby proposes to furnish all labor and materials, supervision, coordination, transportation, services and equipment required to provide the Pest Control Services:

Acknowledgment of Addenda. In submitting this Proposal, the undersigned Bidder acknowledges receipt of all Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Proposal incorporates and is inclusive of, all items or other matters contained in Addenda.

No. ____, Dated _____	No. ____, Dated _____
No. ____, Dated _____	No. ____, Dated _____
No. ____, Dated _____	No. ____, Dated _____
No. ____, Dated _____	No. ____, Dated _____
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

Additional Information:

Notices. All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

Confirmation of Figures. By submitting this Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Proposal.

Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Specifications and other Contract Documents pertaining to the proposed Work. The

undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing and performing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

Name of Company: _____

By: _____

Name of Authorized Officer or Agent: _____

Title: _____

Date: _____

(Corporate Seal)

NOTE: *If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above, pursuant to the Instruction for Bidders Section 1.03. All signatures must be made in permanent blue ink.*

All pages of the this Proposal Acknowledgement Form must be completed and submitted with your proposal.

Contractor/Bidder Questionnaire

The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to, inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports; inquiries to companies and public entities for which the Contractor/Bidder has previously performed work; reference checks and examination of all public records; including, without limitation, qualifications and financial ability of proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction.

The bidder must also demonstrate knowledge of school district industry services and should possess a working ability to perform similarly-sized services for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Glendale Unified School District.

FAILURE TO FURNISH THE REFERENCES (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for L.A. Unified School District
- (b) Phone # (213) 123-4567
- (c) 100 Hollywood Drive, L.A., CA 92000
- (d) Contact: John Smith at above #
- (e) Services for TUVXY High School consisted of....
- (f) July 1, 2014, through June 30, 2015
- (g) \$ 50,000

Reference #1

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #2

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #3

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #4

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #5

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Responsibility: The Contractor/Bidder shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Contractor/Bidder's company and any of its owner, officers, directors, shareholders, parties or principals. District has discretion to request additional information. Omission of any material information is grounds for disqualification, or deeming a proposal to be non-responsive.

- a. Name of company's license holder _____
- b. Have you or any of your principals ever been licensed under a different license number? _____ Response must include information pertaining to principals' association outside of the company. If yes, give name and license number. _____

- c. Names and titles of all principals of the company:

- d. Number of years as a Contractor/Bidder in this type of work: _____
- e. Have you or any of your principals been assessed damages for any contract in the past five years? Response must include information pertaining to principals' association outside of the company submitting a proposal. _____ If yes, explain:

- f. Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to service(s) during the past five years? Response

must include information pertaining to principals' association outside of the company submitting a proposal.

_____ If yes, provide name of public agency/organization and details of the dispute:

g Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? _____ If so, please elaborate.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Contractor/Bidder Questionnaire is true and correct.

Executed this _____ day of _____, 20___, at _____, State of California

Bidder Name _____ Date: _____

Signed _____ Phone _____

Printed Name _____ Title _____

Street Address _____

City, State, Zip Code _____

Fax Number _____ Email: _____

Note: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the company shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership, if bidder is an individual, his signature shall be placed above.

All pages of this form must be completed and submitted with your proposal package.

Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the Glendale Unified School District (hereinafter called the District) and _____ (hereinafter called the Contractor).

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

Governing Law and Venue: This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment, and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.

Entire Agreement: The Agreement, including all sections of bid documents which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Agreement between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid unless authorized by the District in writing.

Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by the District in writing.

Delivery: Time of delivery of services is of the essence in this Agreement. The District reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by the District.

Payments: Within thirty (30) days after delivery of any or all of the items hereinabove set forth and their acceptance by the ordering District, and a proper invoice submitted, the ordering District agrees to pay to the Contractor, and the Contractor agrees to accept in full payment therefor, the sums set opposite each item.

Warranty: Contractor expressly warrants that the services covered by this Agreement are fit for the particular purpose for which they are intended. Acceptance of the order shall constitute an agreement upon Contractor's part to indemnify, defend and hold the District and its indemnities as identified in the Indemnification Provisions below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by the District by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

Indemnification Provisions: Contractor shall save, defend, hold harmless and indemnify the District, its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on the property under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractors, or any employee,

agent or representative of Contractor and/or its subcontractors.

Anti-Discrimination: Pursuant to Board Policy 4030, Glendale Unified School District prohibits discrimination and/or harassment of any person based on race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex or sexual orientation. Therefore, the Contractor agrees to comply with the applicable Federal and California Laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Contractor agrees to require such compliance by all subcontractors employed on the Contract by the Contractor.

Termination: When any contractor or Contractor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District will notify the Contractor and provide a commercially reasonable timeframe to cure. If the Contractor does not perform within a reasonable timeframe, then the District may, at its sole discretion, annul and set aside the agreement entered into with said Contractor or contractor, either in whole or in part, and make and enter into a new agreement for the same items in such manner as seems to the Board of Education to be to the best advantage of the Glendale Unified School District. Any failure for furnishing such articles or services by reason of the failure of the Contractor or contractor, as above stated, shall be a liability against such Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board of Education, if requested.

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

Extra and/or additional specifications and changes: Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be by a fair and reasonable valuation.

The estimate cost of a proposed change shall be established in one or more of the following methods:

- A. By an acceptable lump sum proposal from the Contractor.
- B. By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Agreement unless a written statement setting forth the object of the change, its character, amount, and the expense thereof first submitted to the District and written consent thereto obtained.

Insurance: Contractor agrees to carry a commercial general and automobile liability insurance policy as specified in the bid documents to protect Contractor and the District against liability or claims of liability which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District

shall be excess and noncontributory.” No later than ten (10) working days after the execution of this Agreement, Contractor shall provide the District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name the District and their officers, agents, and employees as additional insured under said policy.

Inspection of items: All items shall be subject to the inspection of the ordering district. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering district and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the ordering district.

Removal of rejected items: All items rejected by the ordering district at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the ordering district, and shall be replaced by satisfactory items.

Force Majeure Clause: The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

Assignment of Agreement: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or any right title, or interest therein, funds to the received hereunder, or any power to execute the same without the consent in writing of the District.

Contact with Students: Contractor will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Contractor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Contractor shall defend, indemnify, protect, and hold the District, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury damages, expenses, charges or costs of any kind or character to the District or to any person or property which arise from or are connected with or are caused or claim to be caused by Contractor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractor hired by Contractor shall be subject to and shall comply with this section and it shall be the Contractor's responsibility to require compliance with this section. Contractor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Contractor nor any subcontractor of Contractor will have contact with pupils, no fingerprinting of Contractor or its agents, subcontractors or employees is required by this Agreement.

Severability: If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

Correspondence: Any correspondence related to the terms, prices, and conditions of this Agreement must be directed to:

Gioconda Padilla, Director
Procurement & Contract Services
223 N. Jackson Street, Room 305
Glendale, CA 91206
Email: gpadilla@gusd.net

Debarment: Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

Warrant of Authority: Each of the parties signing this agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

Pricing - Minimum Contract Term: Minimum contract term is through September 30, 2017, and quoted prices must stay in effect after award of bid. Thereafter, the contract may be extended upon mutual consent of the District and Contractor for an additional four (4) one year periods in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). Price increases may be considered during Contract renewal periods only. Price increases may be negotiated subject to existing local market conditions and as determined by the Consumer Price Index Urban for the Los Angeles/Long Beach region, but may never exceed three percent (3%) in any contract year. In the event of a general price decrease the District reserves the right to revoke specific bid awards unless the decrease is passed on to the District.

I have read all terms of the “Agreement” and will accept these terms as outlined if awarded this bid:

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

DISTRICT

CONTRACTOR

GLENDALE UNIFIED SCHOOL DISTRICT,

a California School District

By:

Kelly King, Ed.D.

Assisant Superintendent, Educational Services

By:

Name:

Title:

(Corporate Seal)

Bid Bond (Security)

**(Note: If Bidder is providing a bid bond as its bid security,
Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____ as Principal (“Principal”),
and _____ as Surety (“Surety”),

a corporation organized and existing under and by virtue of the laws of the State of _____
and authorized to do business as a surety in the State of California, are held and firmly bound unto the Glendale
Unified School District (“District”) of Los Angeles County, State of California as Obligee, in the sum of
_____ (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we,
and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the
District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under
the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written
contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful
performance and the other guaranteeing payment for labor and materials as required by law, and meets all other
conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall
fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the
Principal to enter into the written contract and to file the required performance and labor and material bonds,
and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then
this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment
of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days
of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition
to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications
accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice
of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or
to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all
costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days
from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety
(90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

Bid Guarantee Form

Accompanying this Bid Proposal is a cashier's check or a certified check payable to the order of the Glendale Unified School District in the amount of:

(WRITE OUT AMOUNT: _____

(\$ _____).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a contract with and furnish the sureties required by the District within the required time; otherwise, said cash or check is to be returned to the undersigned.

Name of Company:

By:

Name of Authorized Officer or Agent:

Title:

Date:

This form must be completed and submitted with your proposal in lieu of a BID BOND

Non-Collusion Statement

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I, _____ being first duly sworn, deposes and says that I
am the _____ of _____, the party
(Typed or Printed Name) (Title) (Bidder Name)
submitting the foregoing Bid Proposal (the "Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

- 1.01 The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.02 The Bid Proposal is genuine and not collusive or sham.
- 1.03 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
- 1.04 The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.05 All statements contained in the Bid Proposal and related documents are true.
- 1.06 The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20____ at _____
(City, County and State)

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

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

DOCUMENT 00 45 26

Workers' Compensation Certification

PROJECT/CONTRACT NO.: RFP P-9-15/16 between Glendale Unified School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Contract.)

END OF DOCUMENT

DOCUMENT 00 45 60

Drug-Free Workplace Certification

PROJECT/CONTRACT NO.: RFP P-9-15/16 between Glendale Unified School District (the “District” or the “Owner”) and _____ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person’s or organization’s policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the

terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 65

Tobacco-Free Environment Certification

PROJECT/CONTRACT NO.: RFP P-9-15/16 between Glendale Unified School District (the “District” or the “Owner”) and _____ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 70

Hazardous Materials Certification

PROJECT/CONTRACT NO.: RFP P-9-15/16 between Glendale Unified School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 75

Lead-Based Materials Certification

PROJECT/CONTRACT NO.: RFP P-9-15/16 between Glendale Unified School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chinks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

The Contractor hereby acknowledges, under penalty of perjury, that it:

1. Has received notification of potential lead-based materials on the District's property;
2. Is knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

The undersigned warrants that he/she has the authority to sign on behalf of and bind the Contractor. The District may require proof of such authority.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 85

Criminal Background Investigation / Fingerprinting Certification

PROJECT/CONTRACT NO.: RFP P-9-15/16 between Glendale Unified School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

The undersigned does hereby certify to the governing board of the District that:

- (1) He/she is a representative of the Contractor,
- (2) He/she is familiar with the facts herein certified,
- (3) He/she is authorized and qualified to execute this certificate on behalf of Contractor; and
- (4) That the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: <http://oag.ca.gov/fingerprints/agencies>) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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Supplementary General Conditions

1.1. NATURE OF SERVICE

- A. Monthly Integrated Pest Management for all the sites in Glendale Unified School District. A list of sites and addresses is attached.
- B. Pest or Vermin Controlled – Rats, mice, gophers, ground squirrels, ants (all species), roaches (all species), fleas, water beetles, spiders, crickets and rodents. Uncommon pests such as birds and bees, which require special handling will be priced separately as required.
- C. Frequency of Service – Full inspection of each site, once per month, and as needed by request.
- D. Areas to be Serviced – Cafeterias, work rooms, mechanical rooms, electrical rooms, dining areas, classrooms, corridors, hallways, office areas, recreation rooms, storage rooms, restrooms, boiler rooms, and building exteriors.

1.2. SCOPE OF WORK

With an effective and environmentally sensitive approach, the firm will utilize current comprehensive information on the life cycles of pests in relationship to their interactions with the environment. This knowledge, combined with pest detection through inspections and monitoring devices, will be used to manage pests and the damage they cause with the least possible hazard to people, property, and the environment, reinforced with proper and complete documentation.

Integrated Pest Management

Pest management plans will be developed for each site and will include proposed pest management measures.

Pests will be managed to:

- Reduce any potential human health hazard or to protect against a significant threat to public safety.
- Prevent loss or damage to District property.
- Prevent pests from spreading into the community or to plant and animal populations beyond or near District property.
- Enhance the quality of life for students, staff, and the public.

1.3. INTEGRATED PEST MANAGEMENT PRINCIPLES

IPM procedures will determine when to control pests and whether to use mechanical, physical, chemical, cultural, or biological means. Applying IPM principles prevents unacceptable levels of pest activity and damage by the most economical means and with the least possible hazard to people, property, and the environment.

The choice of using a pesticide will be based on a review of all other available actions and a determination that the alternative options are not feasible. Selected non-chemical pest management methods will be implemented whenever possible to provide the desired control. It is the practice of this District to utilize IPM principals to manage pest populations. The full range of alternatives, including no action, will be considered.

When it is determined that a pesticide must be used to meet pest management goals, the least hazardous

pesticide will be used. The application of pesticides is subject to the Federal Insecticide, Fungicide, and Rodenticide Act (7 United States Code et sec.), District policies and procedures, Environmental Protection Agency regulations in 40 Code of Federal Regulations, Cal-OSHA Regulations, and local government regulations.

2.0. APPLYING PESTICIDES JUDICIOUSLY

An appropriate application uses the least toxic and most effective techniques and material. Due to their potentially toxic nature, these materials must be applied by qualified applicators in a manner to ensure maximum efficiency, with minimal hazard. Pesticides must be applied only when occupants are not present in areas where they may be exposed to materials applied.

The following general recommendations shall be employed to minimize exposure to people and other non-target species when the application of pesticides is being considered:

- Follow the HEALTHY SCHOOLS ACT when servicing District sites.
- Applications allowed ONLY with FASO/District approval.
- Use bait and crack and crevice application when possible. These treatments maximize the exposure of the pest to the pesticide while minimizing pesticide exposure for the occupants.
- Place all rodenticides in a tamper-resistant bait boxes.
- Apply pesticides only when occupants are not present or in areas where they will not be exposed to the material applied until after the material is no longer active. Note any re-entry time limits on the pre-posting signs. Post at least 24 hours in advance, and leave posting 72 hours after application.
- Ventilate areas after pesticide application.
- Provide and ensure copies of current pesticide labels, consumer information sheets, and Material Safety Data Sheets are easily accessible at each site where the pesticides may be or have been applied. This can be done by supplying a binder to each site to be kept at an agreed upon central location.

When it is determined that a pesticide must be used in order to manage or eliminate an identified pest population, the least hazardous material will be chosen. A Notice of Intent for Pesticide Application will be delivered to a site no less than 24 hours before the application. The notice must include, but not be limited to; the chemical being applied and it's EPA ID#, the amount of pesticide to be used during application, and the areas of campus to be treated. The contractor personnel with cooperation and coordination of District staff will post Notices in designated areas at the site of the intended application. Application will not occur when students are present. These Notices will be kept in place for 72 hours following application. A copy of the posted notice will be kept in the log book on site for a period no less than 4 years.

2.1. OTHER PROVISIONS

- A. Only EPA and State of California registered pesticides will be used, and all Federal, State, Local, regulations regarding their use will be followed.
- B. The contractor will be required to provide Liability Insurance Coverage, a copy of their current State of California license to operate and agree to Hold Harmless clause.

3.0. RECORD KEEPING

A complete and accurate pest management log must be supplied and maintained for each work site. Pesticide use records must be maintained to meet requirements of State and Local regulatory agencies.

The logbook must contain the following items:

- A copy of the Pest Management Plan and service schedule for the site (provided by contractor).
- A copy of the current EPA registered label and current SDS for each pesticide that may be used at the site.
- Pest surveillance data sheets, which record the type and number of pests or other indicators of pest population levels. Examples include date, number, location, and species observed.
- A site diagram noting the location of pest activity, including the location of all traps, trapping devices and bait stations on or around the site when noted/located.
- Each log book must maintain records of all pesticide use at the site for a period of (4) four years.

4.0. TRAINING

Education and training of school site custodians, staff and students will be an ongoing focus of our program. This training will help us better understand the potential school pest problems and the most appropriate procedures to be used to achieve the desired pest management objectives.

Initial training is requested at the beginning of the program. Allow provisions for two (2) two hour training sessions to a group of District identified custodial staff. These two hour training sessions shall be conducted yearly under the contract program. Critical regulatory updates shall be an ongoing portion of the program.

School Sites

School Name	Phone & Address	Total Buildings' sq. ft.
<u>HIGH SCHOOLS</u>		
Clark Magnet HS	818-248-8324, 4747 New York Ave., LaCrescenta, 91214	118,916
Crescenta Valley HS	818-249-5871, 2900 Community, LaCrescenta, Ca. 91214	349,029
Glendale HS	818-242-3161, 1440 E. Broadway, Glendale, Ca. 91205	394,947
Hoover HS	818-242-6801, 651 Glenwood Rd., Glendale, Ca. 91202	386,444
Daily HS	818-247-4805, 220 N. Kenwood, Glendale 91206	18,132
<u>MIDDLE SCHOOLS</u>		
Roosevelt Middle School	818-242-6845, 222 East Acacia, Glendale 91205	115,315
Toll Middle School	818-244-8414, 700 Glenwood Rd., Glendale, Ca. 91202	150,483
Wilson Middle School	818-244-8145, 1221 Monterey Rd., Glendale, Ca. 91206	155,436
Rosemont Middle School	818-248-4224, 4725 Rosemont, LaCrescenta Ca. 91214	135,617
<u>ELEMENTARY SCHOOLS</u>		
Balboa Elementary	818-241-1801, 1844 Bel Aire Dr., Glendale, 91201	35,862
Cerritos Elementary	818-244-7207, 120 E. Cerritos Ave., Glendale, 91205	57,998
Columbus Elementary	818-242-7722, 425 W. Milford, Glendale, 91203	62,244
Dunsmore Elementary	818-248-1758, 4717 Dunsmore, LaCrescenta, 91214	48,595
Edison Elementary	818-241-1807, 435 S.Pacific, Glendale, 91204	116,269
Franklin Elementary	818-243-1809, 1610 Lake Street, Glendale, 91201	46,249
Fremont Elementary	818-249-3241, 3320 Las Palmas Ave., Glendale, 91208	43,384
Glenoaks Elementary	818-242-3747, 2015 E.Glenoaks, Glendale, Ca. 91206	54,553
Jefferson Elementary	818-243-4279, 1540 Fifth Street, Glendale, Ca. 91201	36,816
Keppel Elementary School	818-244-2113, 730 Glenwood Rd., Glendale 91202	81,643
LaCrescenta Elementary	818-249-3187, 4343 LaCrescenta, LaCrescenta, 91214	42,425
Lincoln Elementary	818-249-1863, 4310 New York Ave, LaCrescenta, 91214	51,294
Mann Elementary	818-246-2421, 501 E. Acacia Ave., Glendale 91205	77,586
Marshall Elementary	818-242-6834, 1201 East Broadway, Glendale, Ca. 91205	54,453
Monte Vista Elementary	818-248-2617, 2620 Orange, LaCrescenta, Ca. 91214	58,295

Mountain Ave Elementary , 818-248-7766, 2307 Mountain, LaCrescenta 91214	52,601
Muir Elementary , 818-241-4848, 912 S. Chevy Chase, Glendale, Ca. 91205	73,794
R.D.White Elementary , 818-241-2164, 744 E. Doran, Glendale, Ca. 91206	62,829
Valley View Elementary , 818-236-3771, 4900 Maryland, LaCrescenta 91214	48,523
Verdugo Woodlands , 818-241-2433, 1751 North Verdugo Road, 91208	53,672
<u>OTHER SITES</u>	
Administration Center , 818-241-3111, 223 N. Jackson, Glendale, Ca. 91206	56,991
Cloud Preschool , 818-249-1414, 4444 Cloud Ave., LaCrescenta, Ca. 91214	8,028
College View School , 818-246-8363, 1700 E. Mountain St., Glendale, Ca. 91207	50,635
Facility & Support Operations , 818-242-0003, 333 Magnolia, Glendale, Ca. 91204	32,160
Planning & Development Office , 818-507-0201, 349 Magnolia, Glendale, Ca. 91204	
District Warehouse , 818-243-9945, 361 Magnolia, Glendale, Ca. 91204	17,384
Nutritional Services , 818-552-2677, 349A Magnolia, Glendale, Ca. 91204	
Pacific Avenue Education Center , 818-247-0775, 440 W. Lomita, Glendale 91204	46,847
Pacific Park Library , 818-548-2700, 435 S. Pacific Ave, Glendale, Ca. 91204	

END OF RFP