



BID 2122-12 Pest Control Districtwide

Mandatory Job Walk

Monday June 6, 2022 at 9:00am

Ocean Air School, 11444 Canter Heights Drive, San Diego CA 92130

Bid Deadline Date

June 10, 2022 at 10:00 AM

Submit to:

**Del Mar Union School District
11232 El Camino Real, Ste. 100
San Diego, CA 92130
Attn: Tiana Barton**

**NOTICE INVITING BIDS
BID 2122-12 Pest Control Districtwide**

NOTICE IS HEREBY GIVEN that the Del Mar Union School District of San Diego County, California (“District”), acting by and through its Board of Education (“Board”), will receive up to but not later than **10:00:00 AM, June 10, 2022**, sealed bids for the award of a contract(s) for:

BID 2122-12 Pest Control Districtwide

Each bid must conform and be responsive to the bid documents. All interested parties may obtain bid documents from Tiana Barton via email request to tiana.barton@dmusd.org. Each bid shall be accompanied by a 10% bid bond, based on base bid amount, and other required contract documents as specified in the bid document.

**Mandatory Job Walk Mandatory Job Walk
Monday June 6, 2022 at 9:00am
Ocean Air School, 11444 Canter Heights Drive, San Diego CA 92130**

Bids shall be received Attention Tiana Barton, Purchasing Department of the Del Mar Union School District located at 11232 El Camino Real, CA 92130. Responses must be sealed and clearly marked “**BID 2122-12 Pest Control Districtwide**” Facsimile or electronic copies of the bid will not be accepted. It is the bidder’s responsibility to ensure its bid is received by the date and time specified above. Any bid received in the Purchasing Department after this date and time shall be deemed non-responsive and returned to the proposer unopened.

The Contractor and any subcontractor(s) shall pay not less than the specified prevailing wage rates to all workers employed by them in the execution of this contract. See the Department of Industrial Relations website <http://www.dir.ca.gov> for prevailing wage rate information. The Contractor shall post a copy of the determination of prevailing rate of wages at each job site.

Each bidder shall possess at the time of bid opening a valid and active and appropriate Contractor’s license relevant to the work and pursuant to Public Contract Code §3300. The successful bidder must maintain the license throughout the duration of this contract and its renewals, if any. Lack of a valid license will result in disqualification and termination.

No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

The District shall award to the lowest bidder and act as the sole judge as to the merit and qualifications of the services offered. The District reserves the right to reject any and all bids or to waive irregularities in any bid.

SERVICE SPECIFICATIONS

Contractor to provide monthly pest control maintenance to listed sites. Routine pest coverage include all types of ants, roaches, silverfish, crickets, earwigs, spiders, mice, and rats.

Additional service options include but aren't limited to termites, bees, birds, gophers, fumigation services, trapping and emergency services.

Technician must check-in with the school site office and maintain site log. Site log should include a site map and form for school staff to report pest activity. Log must also contain pesticide application details, product labels and MDS sheets. Monthly service duties include but aren't limited to:

Site assessment of each reported pest problem.

Establish scouting or inspection procedures to monitor pest population levels and severity of the pest problem.

Appropriate control action thresholds for each pest problem to determine when corrective action must be implemented.

Determine corrective action(s) when a control action threshold is reached. Determine the least disruptive method to control the target pest.

Notify site and District contact of all required product applications.

Maintain accurate records of inspection and product applications. Insert records in the site log book at the conclusion of each site visit.

Evaluate the effectiveness of the IPM program and make adjustments as needed.

Contractor to also include pricing for food service stations at each site Food Service Station terminology is as follows:

Outdoor Food Station = Quick Café Kiosk where food is stored and served daily.

Servery Area = Enclosed area where food is stored and served daily.

Full Service Kitchen = Enclosed kitchen fully equipped to prepare meals daily.

BID FORM

Business Name: _____

Contact Name: _____

Business Address: _____

Business Telephone: (____) _____ Fax:(____) _____

E-Mail Address: _____

Acknowledgement of Addenda _____

Site Name	Site Address	Monthly Maintenance	Monthly Food Service Station Maintenance	Total Monthly Cost
Ashley Falls School with Outdoor Food Station	13030 Ashley Falls Dr San Diego CA 92130	\$	\$	\$
Carmel Del Mar Schoolwith Outdoor Food Station	12345 Carmel Park Dr San Diego CA 92130	\$	\$	\$
Del Mar Heights School with Servery Area	13555 Boquita Dr Del Mar CA 92014	<i>School Site under construction during the 2022-23 school year</i>		\$0
Del Mar Hills Academy with Outdoor Food Station	14085 Mango Dr Del Mar CA 92014	\$	\$	\$
Ocean Air School with Outdoor Food Station	11444 Canter Heights Dr San Diego CA 92130	\$	\$	\$
Pacific Sky School with Full Service Kitchen and Secondary Servery Area	6631 Solterra Vista Pkwy San Diego CA 92130	\$	\$	\$
Sage Canyon School with Outdoor Food Station	5290 Harvest Run Dr San Diego 92130	\$	\$	\$
Sycamore Ridge School with Outdoor Food Station	5333 Old Carmel Valley Rd San Diego CA 92130	\$	\$	\$
Torrey Hills School with Outdoor Food Station	10830 Calle Mar De Mariposa San Diego CA 92130	\$	\$	\$
District Office	11232 El Camino Real San Diego CA 92130	\$	NA	\$
Maintenance Office	11189 Sorrento Valley Rd #102 San Diego CA 92121	\$	NA	\$

Certification Of Compliance Addendum California Vaccine Verification For Workers In Schools

_____ (Contractor) certifies that pursuant to the California Department of Public Health Order, issued by Dr. Tomas Aragon and California Governor Gavin Newsom on Aug 11, 2021, it will comply with mandatory COVID-19 vaccine verification requirements or ensure its employees, agents, and workers complete weekly COVID-19 testing or provide proof of vaccination. Contractor is responsible for the verification and tracking of employee vaccination status and/or testing.

As of October 15, 2021, all terms, conditions, and definitions as identified in the Public Health Order are hereby acknowledged. Mandatory full compliance for all staff utilized for the purpose of this contract is required and will remain in place until further notice or until the expiration of this contract.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Printed Name: _____

Signature: _____

Title: _____

Date: _____

SAMPLE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made, entered into, and shall become effective this 1st day of July, 2022, ("Effective Date") by and between the Del Mar Union School District ("District") and XXXXX ("Contractor").

RECITALS:

WHEREAS, District desires to retain the services of Contractor regarding the District's proposal to retain services for security services.

WHEREAS, Contractor is qualified by virtue of experience, training, education and expertise to accomplish such services.

NOW, THEREFORE, District and Contractor mutually agree as follows:

Section 1. Scope of Work.

The scope of work to be performed by the Contractor shall consist of those tasks as set forth in Exhibit "A," attached and incorporated herein by reference. To the extent that there are any conflicts between the provisions described in Exhibit "A" and those provisions contained within this Agreement, the provisions in this Agreement shall control.

Section 2. Term.

This Agreement shall commence on 1st day of July 2022 and shall continue to the end date of the 30th day of June 2023. Renewable by law thereafter, upon mutual agreement of both parties.

Section 3. Compensation.

3.1 Amount.

Total compensation for the scope of services for these services are XXX dollars and no cents (\$XXX)

3.2 Method of Payment.

Contractor shall submit monthly invoices based on services satisfactorily completed and any reimbursable expenses for such monthly period. All invoices shall include any necessary documentation, list all services performed, and for each service performed, list the person performing it and the person's rate of compensation. The District shall pay any undisputed amounts of monthly invoices within thirty (30) days of receipt of such monthly invoices. The District may withhold up to 125% of any amount, upon determining that a good faith dispute exists as to such amount in any monthly progress payment or portion thereof.

Section 4. Retention of Contractor; Standard of Care.

District retains Contractor to perform, and Contractor agrees to provide to District, for the consideration and upon the terms and conditions set forth herein, the scope of work and

associated services required by this Agreement. The Contractor agrees to perform such scope of work and services as expeditiously as is consistent with professional skill and care and the orderly progress required.

Contractor shall perform the Consulting Services in accordance with this Agreement and the applicable generally accepted industry standards and practices. Contractor shall be responsible for the completeness and accuracy of any documentation related to the Consulting Services required in this Agreement. The District shall have the right to add or delete from the Contractor's scope of work as it may deem necessary for the best interests of the project and/or the District.

Section 5. Fingerprinting Requirements.

Contractor as well as all Contractor's employees, agents, representatives and volunteers who will have contact with District students, shall comply with the fingerprinting requirements set forth in Education Code section 45125.1 and 45125.2 and shall be required to complete a criminal background investigation. Prior to providing any Services pursuant to this Agreement, Contractor shall provide the District with documentation evidencing compliance with the fingerprinting requirements.

Section 6. Tobacco and Drug Free Workplace.

Contractor acknowledges that the District is a tobacco and drug free workplace. Contractor shall be responsible to ensure that tobacco products, drugs, and alcohol will not be used by Contractor or any of Contractor's employees, agents, representatives, or volunteers on District property. The District may terminate this Agreement and/or remove Contractor or any of Contractor's employees, agents, representatives, or volunteers and other persons on District property for use of tobacco products, drugs or alcohol.

Section 7. Independent Contractor.

It is agreed that Contractor shall act and be an independent contractor and not an agent or employee of District, and shall obtain no rights to any benefits which accrue to District's employees.

Section 8. Limitations Upon Subcontracting and Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for District to enter into this Agreement. Contractor shall not contract with any other entity to perform the services required herein without written approval of the District. This Agreement may not be assigned, voluntarily or by operation of law, without the prior written approval of the District. If Contractor is permitted to subcontract any part of this Agreement by District, Contractor shall be responsible to District for the acts and omissions of its subcontractor as it is for persons directly employed by it. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and District. All persons engaged in the work will be considered employees of Contractor. District will deal directly with and will make all payments to Contractor. Contractor shall be responsible for paying its employees, agents, and/or subcontractors for any and all work performed under this Agreement.

Section 9. Changes to Scope of Work.

For extra work not part of this Agreement, a written authorization from District is required prior to Contractor undertaking any extra work. In the event of a change in the Scope of Work provided for in the contract documents as requested by the District, the Parties hereto shall execute an addendum to this Agreement setting forth with particularity all terms of the new agreement, including but not limited to any additional Contractor's fees.

Section 10. Familiarity with Work Site.

By executing this Agreement, Contractor warrants that: (1) it has investigated the work to be performed; (2) if applicable, it has investigated the proposed working sites, including the location of all utilities, and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work to be performed under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by District, it shall immediately inform the District of this and shall not proceed with further work under this Agreement until written instructions are received from the District on how to proceed.

Section 11. Time of Essence.

Time is of the essence in the performance of this Agreement.

Section 12. Compliance with Law.

Contractor shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local government.

Section 13. Conflicts of Interest.

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services contemplated by this Agreement. No person having such interest shall be employed by or associated with Contractor.

Section 14. Copies of Work Product.

All work products prepared for the District by Contractor pursuant to this Agreement shall be and shall remain the property of the District. At the completion of the work or at any time requested by the District, Contractor shall deliver to District one (1) digital copy and at least one (1) hard copy of any completed or partially completed reports and/or notes or drawings containing Contractor's findings, conclusions, and recommendations with any supporting documentation. All reports submitted to the District shall be in reproducible format, or in the format otherwise approved by the District in writing. Contractor agrees that work products produced for the District pursuant to this Agreement shall not be provided to any other party without prior written consent from the District.

Section 15. Indemnity.

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the District and its officials, agents and employees ("indemnified parties") from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of Contractor's performance under this agreement, regardless of whether such claim, damage, loss

or expense is caused in part by an indemnified party. However, Contractor shall not be obligated to indemnify an indemnified party for liability due to willful misconduct, active negligence, or sole negligence for which that indemnified party is legally responsible. Contractor shall, if requested by the District, defend using counsel approved by the District in its sole discretion.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

Section 16. Insurance.

On or before beginning any of the services or work called for by any term of this Agreement, Contractor, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the District, the insurance specified below with insurers and under forms of insurance satisfactory in all respects to the District. Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Contractor has also been obtained for the subcontractor. Insurance required herein shall be provided by Admitted Insurers in good standing with the State of California and having a minimum Best's Guide Rating of A- Class VII or better.

16.1 Comprehensive General Liability.

Throughout the term of this Agreement, Contractor shall maintain in full force and effect Comprehensive General Liability coverage in an amount not less than one million dollars per occurrence (\$1,000,000.00), combined single limit coverage for risks associated with the work contemplated by this agreement. For Commercial General Liability Insurance submittal of a standard ISO CG 00 01 occurrence form, is required that includes operations, products and completed operations and contractual liability with limits not less than \$1,000,000.00 per occurrence, \$2,000,000 General Aggregate and \$50,000 Products –Completed Operations Aggregate for bodily injury, personal injury, and property damage.

The Commercial General Liability Coverage shall include the following endorsements:

- Aggregate Limit Per Location endorsement;
- The District, its Board, officers, agents and employees shall be included as Additional Insureds using ISO Additional Insured endorsements CG 20 10 and CG 20 37 or a blanket additional insured endorsement applicable "when required by written contract or agreement";

16.2 Automobile Liability.

Throughout the term of this Agreement, Contractor shall maintain in full force and effect Automobile Liability coverage, including owned, hired and non-owned automobiles in an amount not less than one million dollars per occurrence (\$1,000,000.00).

16.3 Worker's Compensation.

If Contractor intends to employ employees to perform services under this Agreement, Contractor shall obtain and maintain, during the term of this Agreement, Worker's Compensation Employer's Liability Insurance in the statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.

16.4 Proof of Insurance Requirements/Endorsement.

Prior to beginning any work under this Agreement, Contractor shall furnish the District with original certificates of insurance and amendatory endorsements effecting coverage required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage. The coverage shall contain no special limitations on the scope of protection afforded District, its officers, employees, agents, or volunteers.

Section 17. Termination.

District shall have the right to terminate this Agreement without cause by giving written notice of termination to Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor under this Agreement. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any authorized services performed up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. The District may then proceed with services for its project(s) in any manner the District deems proper.

Section 18. Notice.

All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process:

To District: Del Mar Union School District
 11232 El Camino Real
 San Diego, CA 92130
 Attn: Business Services

To Contractor: xxx
 xxx
 xxx
 xxx
 xxx

Section 19. Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

Section 20. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court for San Diego County, California.

Section 21. Agreement Approval.

In accordance with Education Code section 17604, this Agreement is not valid, binding or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

Section 22. Entire Agreement.

This Agreement including exhibits constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations between them pertaining to the subject matter thereof. In the event of any conflict between the terms of this Agreement and any exhibit attached hereto, the terms of this Agreement shall control. No amendment, modification, or supplement of any provision of this Agreement shall be valid or effective unless made in writing and signed by a duly authorized officer of each party.

Section 23. Warranty 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.

Section 24. Right to Audit Records.

District has the right to audit Contractor's records and files regarding any of the services performed by Contractor for the District during or after completion of the services required by this Agreement. Contractor shall keep complete records showing all hours worked and all costs and charges applicable to its performance of services under this Agreement. District shall be given reasonable access to Contractor's records and files within ten (10) days of receipt of District's request. Contractor shall keep and maintain records and files related to the services required by this Agreement for ten (10) years.

Section 25. Assignment.

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

Section 26. Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

Section 27. Severability.

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

Section 28. Amendments.

The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

Section 29. Compliance with Law.

Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

Section 30. Execution of Other Documents.

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

Section 31. Board Approval/Ratification.

The effectiveness of this Agreement is contingent upon approval or ratification by the District's Governing Board.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

DEL MAR UNION SCHOOL DISTRICT

By: _____
Holly McClurg, Ph.D. Superintendent

xxxxx

By: _____
Company Representative