

## **REQUIREMENTS FOR PERSONAL SERVICES**

### **1. LICENSES**

All Vendors shall be licensed by the State of California to perform the work, if such work lawfully requires such licensing.

### **2. TAXES**

Vendor shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, city, state or federal law, and shall include such expenses in the total contract price..

### **3. INDEMNIFICATION**

Vendor agrees to indemnify, defend, and hold County harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Vendor's willful misconduct or negligent performance of this Contract.

### **4. INSURANCE**

Vendor shall maintain a commercial general liability insurance policy in the amount of no less than one million dollars (\$1,000,000.00). Where the services to be provided under this Contract involve or require the use of any type of vehicle by Vendor in order to perform said services, Vendor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of three hundred thousand dollars (\$300,000.00). Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis only. **The County of Marin** shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to County prior to commencement of work.

**By initialing in the space provided, Vendor warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Vendor.**

Nothing herein shall be construed as a limitation of Vendor's liability, and County agrees to timely notify Vendor of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Vendor for any services provided during any time that insurance was not in effect and until such time as the Vendor provides adequate evidence that Vendor has obtained the required coverage.

### **5. WORKER'S COMPENSATION**

Vendor acknowledges that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. If Vendor has employees, a copy of the certificates evidencing such insurance shall be provided to County prior to commencement of work.

**By initialing in the space provided, Vendor warrants that no employees will be used in providing the services under this Contract.**

**6. NONDISCRIMINATORY EMPLOYMENT**

Vendor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Vendor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

**7. INTEGRATED PEST MANAGEMENT (IPM)**

The Vendor shall be required to strictly adhere to the guidelines established in the County of Marin's IPM Ordinance and Policy, approved by the Board of Supervisors on July 21, 2009. All pesticide applications, regardless of material used, must be approved by the IPM Coordinator prior to use at any facility covered by the contract. Material for weed eradication and pest control shall be only those listed in the County of Marin's approved list and categories III and IV herbicides, non-corrosive, non-staining, and shall not leave a flammable residue. Pesticides shall be EPA and California Department of Agriculture approved and used in strict accordance with manufacturer's label, recommendations, Federal, State, and local laws. All requests for application must be submitted to the Project Manager four calendar days prior to posting. Requests must include a map of the area, material requested to be used and dates of application requested. All applications must be approved by the Project Manager in writing and applicators must have a signed Pest Control Recommendation before application. All information regarding approved applications will be posted to the County of Marin IPM website. Four (4) days prior to any pesticide application, any area to receive a pesticide application shall be posted to notify the public except those areas specifically noted in the Ordinance. Chemical application must use least toxic methods and be used as the last resort and only with written approval. Failure to comply with the Marin County IPM Ordinance & Policy may result in fines of up to \$200.00 per incident and/or contract termination. The IPM policy and Ordinance is available at the following website.

<http://www.co.marin.ca.us/depts/AG/Main/IPM/ipmprogramhome.cfm>

List of Materials

Within thirty (30) days after award, the successful bidder shall furnish to the Project Manager for approval a list of fertilizers, herbicides, insecticides, and other chemicals he proposes to use at each work site. He shall also furnish a sample label and a MSDS for each product. Vendor shall use only County approved materials.

Records

Vendor is required to maintain records of pest control activities. Contractor shall submit reports on a monthly basis to the Project Manager if fertilizers, herbicides, insecticides, and other chemicals were used at the work site. Reports are to include the date, name of the pest, the site/location the work was done, name of technician performing the work and corrective action taken. If a pesticide was used, the product name, the amount applied and the area treated must also be reported.

**8. GENUINE BID**

The Undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or business not herein named, and that he has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and that he has not in any manner sought by collusion to secure himself an advantage over any other bidder.

**Vendor has read and understands the foregoing and agrees to be bound by all of the foregoing terms and conditions.**

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**Vendor (Firm Name)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**