



MT. DIABLO
UNIFIED SCHOOL DISTRICT

PURCHASING & WAREHOUSE DEPARTMENT
2326 Bisso Lane, Concord, California 94520

REQUEST FOR PROPOSAL

#1958

2025 SWIMMING POOL MAINTENANCE SERVICE

**FOR
MT. DIABLO UNIFIED SCHOOL
DISTRICT**

DATE DUE: MAY 29, 2025 – 10:00 A.M.



NOTICE FOR REQUEST FOR PROPOSALS RFP #1958 – 2025 Swimming Pool Maintenance Services

The Mt. Diablo Unified School District (“**District**”) is requesting submission of Request for Proposals (“**RFP**”) from qualified firms, partnerships, corporations, associations, persons, or professional organizations (“**Firm(s)**”) for **RFP #1958 – 2025 Swimming Pool Maintenance Services for Mt. Diablo Unified School District.**

This request is a formal request for RFPs, but is not an offer by the District to contract with any firm responding to this RFP. **The District is looking for a firm to service and maintain the District’s swimming pools.**

To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses: **C-61 and/or D-35**. The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

RFP documents and specifications may be reviewed and/or downloaded from the Mt. Diablo Unified School District Website at: www.mdusd.org; go to Departments, Business Services, Purchasing & Warehouse, Bidding & Auction Information Tab. The IP address is as follows:
<https://mdusdorg.finalsite.com/departments/business-services/purchasing-warehouse/bid-information/non-construction-bids>

The District will conduct a **mandatory pre-bid site visits tour on Tuesday, May 13, 2025 at 10:00 am** for the purpose of acquainting all prospective bidders with the work site. Attendance is mandatory, and any bidder that does not attend will be disqualified from bidding. The pre-bid site visit tour will begin at **College Park High School, 201 Viking Drive, Pleasant Hill, CA 94523** with subsequent visits to the sites, Pleasant Hill Middle, Northgate High, and Mt. Diablo High Schools.

Interested companies are invited to submit their original Proposals as described below to: **Mt. Diablo Unified School District, Attn: RFP#1958, Purchasing Department, 2326 Bisso Lane, Concord, CA 94520**. Facsimile (Fax) and digital copies of proposals will NOT be accepted. **Sealed Proposals must be received by 10:00 am, Thursday, May 29, 2025**. Submittals received after this date and time will not be accepted by the District. There will be no public response opening on this RFP.

The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject any submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible and qualified.

Dr. Adam Clark, Board Clerk

Publication: Contra Costa Times
Advertising Dates: May 7 and May 12, 2025

SUMMARY OF WORK

PART 1 GENERAL

Timeline and Key Dates

The anticipated schedule for this solicitation event is as follows.

MILESTONE	Weekday	Date
Document Posting (MDUSD Website)	Wednesday	May 7, 2025
Advertising Run Dates	Wed & Mon	May 7, 2025 & May 12, 2025
Mandatory Bid Walk starting at 10:00 am	Tuesday	May 13 2025
Question Submission Deadline	Thursday	May 22, 2025
Question and Answer/Addendum Posting	Friday	May 23, 2025
Proposal Due (by 10:00 A.M.)	Thursday	May 29, 2025
Intent to Award Notice (Anticipated)	Monday	June 2, 2025
Board of Education Approval Date (Anticipated)	Wednesday	June 11, 2025
Contract Start Date (Anticipated)	Tuesday	July 1, 2025

1.01 SUMMARY OF WORK COVERED BY BID DOCUMENTS

The Work of this Proposal shall consist of the following at four (4) Mt. Diablo Unified School District sites.

A. The purpose of this proposal is to establish an annual contract, to furnish materials, labor, supervision, and transportation, permits, licenses, equipment and any incidentals necessary for swimming pool maintenance service and all related services as pre-determined scheduled basis per the specifications herein for the Mt. Diablo Unified School District. The contractor must supply certified pool operators for all work at specified locations. The contractor will be responsible for maintaining the four (4) pools listed on Attachment B. It will be necessary to provide the required services during the hours indicated on Attachment B.

B. This is a three (3) year non-exclusive agreement with possible two (2) one (1) year extensions. Failure to complete work or satisfy deadline requirements shall result in termination of any future obligations of the Mt. Diablo Unified School District to the company.

C. In the future some locations may be added. When locations are added, the pricing for services will be based on pricing for comparable services established in this RFP.



1.02 REQUIRED MAINTENANCE

SCOPE OF SERVICES

A. Swimming Pools

1. ***Description of pools***
 - a) College Park High School
 - b) Mt. Diablo High School
 - c) Northgate High School
 - d) Pleasant Hill Middle School (*Major renovation scheduled for 2025/2026)
2. ***Proposed Operational Schedule***
 - a) Year Round
 - b) 7 Days per Week
3. ***Daily Services***
 - a) Sign in and keep accurate records (in the pool log AND electronically) on every visit
 - b) Complete the daily inspection reports for the County Health Department and leave report on site
 - c) Test and treat pools water to maintain proper industry standards levels of acidity/alkalinity, chlorination and purity
 - d) Obtain prescribed water samples and process samples with standard testing materials
 - e) Read and interpret color indicators to determine water condition
 - f) Add proper amounts of chemicals to maintain water balance in accordance with County Health Department standard
 - g) Check pool temperature and make adjustments to keep at suggested temperature
 - h) Check operating pressure and flow to all effects
 - i) Empty/clean skimmer baskets and vacuum pump strainers
 - j) Skim pools
 - k) Maintain all surfaces in and around the pool in a clean and safe condition
 - l) Remove all debris from water decks, walkway and areas around the pool
 - m) Clean all tiles and gutters daily
4. ***Weekly Services***
 - a) Fully vacuum one time per week, uncover and cover the pool as needed
 - b) Test total alkalinity and calcium hardness



5. ***Bi-Weekly Services***

- a) Backwash Filters (or more often as needed)

B. General Maintenance

1. Check all pools for algae and take necessary steps to remedy
2. Clean and change filters as required to meet industry standards for proper pool operation
3. Maintain auxiliary equipment in clean, working and orderly condition, e.g. feeders, heaters, etc.
4. Replace drain and gutter grates as necessary
5. Work with Mt. Diablo Unified School District, Director of Maintenance of designee, or School Site Athletic Director to have the heaters operating at required temperatures and on and off when needed
6. Drain pool as necessary to clean, paint or acid wash the pool floor and sides and refill with fresh water
7. Other preventative maintenance
8. Inventory pool chemicals
9. General upkeep of the high-rate sand filters for each circulation system
10. Check flow meters and pressure gauges
11. Complete and submit checklists and maintenance reports
12. Report any pool repairs needed and provide a quote for the required work to the Mt. Diablo Unified School District, Executive Director of Maintenance, Operations & Facilities, or designee.
13. All repairs must be authorized by the Mt. Diablo Unified School District, Executive Director of Maintenance, Operations & Facilities, or designee.
14. Complete all projects in a competent manner using the County Health Department and industry standards as appropriate and ensure proper recording of time spent at each site and all materials used.

C. Other Maintenance and Repair Services as Needed

1. Responsible for on-call availability when a maintenance or repair situation occurs.
2. Minimum response time of 30 minutes when maintenance issues occur during operational hours and impact the use of a pool.



3. Response time of 24 hours or less when maintenance issues do not impact the use of a pool.
4. Special maintenance or repairs to be pre-approved by the District, and will be funded independently of this proposal.

1.03 BIDS

- A. Perform the Work under a single, fixed-price purchase order.

1.04 WORK BY OTHERS

- A. Contractor will not be allowed to subcontract.

1.05 CODES, REGULATIONS, AND STANDARDS

- A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this project. Where codes, regulations, and standards conflict with the Bid Documents, these conflicts shall be brought to the immediate attention of the District and the Architect.
- B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.

1.06 PROJECT RECORD DOCUMENTS

- A. Bidder shall maintain on each Site one set of the following record documents; Bidder shall record actual revisions to the Work:
 1. Contractor will be required to maintain a written or electronic log of all maintenance and service performed under this contract for each pool. The log will also include a record of calls for emergency service as well as any modifications to the pool or changes in equipment and any parts replaced. This completed log for each site will be provided to the Mt. Diablo Unified School District on a monthly basis. If during the course of routine maintenance, the contractor discovers a problem with the structure or the equipment which will need immediate attention, the Executive Director of Maintenance, Operations & Facilities, or designee or designee shall be notified immediately. This should be so noted in the monthly log.

1.07 BIDDER'S USE OF PREMISES

- A.** Bidder shall not interfere with use of or access to occupied portions of the pool(s), building(s) or adjacent property.
- B.** Bidder shall maintain corridors, stairs, halls, and other exit-ways of the building clear and free of equipment and obstructions at all times.

1.08 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A.** The Bidder shall maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Bidder's expense and made to the District's satisfaction. The District's documentation of existing underground utilities is available upon request by the Bidder.
- B.** The contractor shall, at all times, guard against damage and/or loss to the District's property, and shall replace and/or repair any loss or damages unless caused by the District. Mt. Diablo Unified School District may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the contractor. The contractor shall take the necessary safety precautions to protect both personnel and property while the work is in progress. Contractor is responsible to provide the District with a copy of their Standard Operations Procedures' (SOP) section addressing the response to accidental chemical spills. Contractor will be responsible to provide any remediation required due to chemical spills caused by the contractor. Any spill prevention procedures provided by the contractor shall also include measures to prevent or mitigate any spills of fluids caused by breakdowns of the mechanical equipment while on a site location. Such procedures shall prevent or mitigate spills to the maintenance area.

1.09 SPECIAL CONDITIONS

- A. Adding or Deleting Sites:** The Mt. Diablo Unified School District may, during the term of the contract, add or delete service, wholly or in part, at any site. In the event that a site listed herein is deleted, the quoted cost for the pool service being deleted shall be removed from the monthly invoice amount. In the event that a site not listed herein is added to the contract, the proposer shall invoice the same amount as prices quoted herein for similar pool service.
- B. Company Representative:** The firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with the Mt. Diablo Unified School District statutes and standards, if applicable.



1.10 WORK SCHEDULE

- A.** The Bidder shall start maintenance activities upon receipt of the Notice to Proceed and/or Purchase Order.

PART 2 PRODUCTS

2.1 SUMMARY OF WORK COVERED BY BID DOCUMENTS

The contractor will be required to provide the following:

- B.** All testing equipment and tools necessary for the maintenance, servicing of the pools.
- C.** All manufacturers' manuals, including, but not limited to, maintenance manuals for all components specific to each swimming pool circulation and sanitizing system.

END OF SUMMARY OF WORK

3.0 BIDDER REQUIREMENTS

Bidder warrants that they own or have access to all required equipment and instrumentation required for work performed under the bid, and that equipment and instrumentation shall be available for the duration of the bid work.

All employees of the Bidder shall have knowledge, experience necessary to perform assigned duties under the bid. Any employee of the Bidder, who in the opinion of MDUSD is incompetent or whose conduct becomes detrimental to work or safety shall be immediately removed from association with the bid.

All employees performing assigned duties of the Bidder must show proof of clear fingerprints.

Bidder shall prepare an estimate of costs for changes or modifications at MDUSD requests. The estimate shall be submitted to the designated MDUSD Construction Manager. MDUSD will review and approve each estimate before the Bidder begins any work.

4.0 BIDDER QUALIFICATIONS:

Bidder shall hold all applicable licenses and permits necessary to perform all services pertaining to the bid. Copies of licenses shall be provided upon request to MDUSD.

4.1 Indemnification:

- (a) BIDDER agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release DISTRICT, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortious acts or errors or omissions of BIDDER hereunder, whether or not there is concurrent passive or active negligence on the part of DISTRICT, but excluding liability due to the sole negligence or willful misconduct of DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for BIDDER or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (b) BIDDER shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with BIDDER'S performance hereunder.



4.2 Minimum Scope of Insurance:

- **Commercial General Liability (“CGL”):** Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate. Insurance shall be written on an “occurrence” basis and be at least as broad as Insurance Services Office (ISO) Form CG 00 01, covering products and completed operations, property damage, bodily injury, personal & advertising injury, independent contractors, and broad from contractual liability. For individuals, the limits may be reduced to one million dollars (\$1,000,000.00) per occurrence and four million dollars (\$2,000,000.00) in the aggregate.
- **Sexual Abuse & Molestation Liability (“SAM”):** Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate. This coverage may be waived, in the District’s sole discretion, if the Contractor has certified that it (i) will have no physical contact, or (ii) will have limited contact and will not interact with District Students outside of the immediate supervision and control of the student’s parents or MDUSD staff in the performance of this Agreement.
- **Automobile Liability (“AL”):** Insurance with limits not less than one million dollars (\$1,000,000.00) each accident Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. The Parties understand and agree that the District shall rely upon the representations that the Contractor shall make in any such waiver.
- **Workers’ Compensation (“WC”):** As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease.
- **Professional Liability (Errors and Omissions Insurance):** As appropriate to the Contractor’s profession, with limits no less than one million dollars (\$1,000,000.00) per claim, and two million dollars (\$2,000,000.00) aggregate.
- **Cyber Insurance.** Not less than \$2,000,000 per claim to be maintained for the duration of the Agreement and three years following its termination. **Applicable if the Contractor will be using, storing, or accessing, the District’s private, confidential, or protected information**

4.2.1 Required Endorsements

- **Additional Insured Status:** Mt. Diablo Unified School District (the “District”), its Board, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
 - Certificate Holder and Additional Insured to:
Mt. Diablo Unified School District
1936 Carlotta Drive, Concord, CA 94519



- **Primary and Noncontributory:** With the exception of Workers' Compensation and Professional Liability insurance, for any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- **Notice of Cancellation:** The following requirement is only applicable for contracts in which the total compensation to the contractor is one million dollars (\$1,000,000.00) or more. No policy required to be maintained by Contractor shall be canceled, non-renewed, or materially altered without thirty (30) days prior written notice to the District, except where cancellation is due to the nonpayment of premium(s) in which event, ten (10) days prior written notice to the District shall suffice.
- **Waiver of Subrogation**
 - **The waiver of subrogation applies to CGL, SAM, AL, and WC.**
 - Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

4.2.2 Additional Insurance Requirements

- **Claims Made Policies:** If any of the required policies provide claims-made coverage:
 - The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
 - If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- **Verification of Coverage:** Prior to the commencement of services pursuant to this Agreement, Contractor shall furnish to the District, Certificates of Insurance and all applicable endorsements evidencing the insurance coverage and limits required herein. The District reserves the right to require complete copies of any required policy(ies) required hereunder at any time. Acceptance of the Certificates of Insurance by the District does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is the Contractor's responsibility to ensure compliance with these insurance requirements. Any actual or alleged failure on the part of the District to obtain proof of insurance required under this Agreement shall not in any way be



construed to be a waiver of any right or remedy of the District, in this or any regard.

- **Certificate(s) of Insurance** shall include the following: Certificate Holder: Mt. Diablo Unified School District, 1936 Carlotta Drive, Room 18, Concord, CA 94519.
- **Umbrella or Excess Policy:** Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (“SIRs”), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.
- **Acceptability of Insurers:** Unless otherwise reviewed and accepted by the District, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and admitted to do business in California, or approved by the Surplus Lines Association.
- **Broader Coverage:** If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.
- **Severability of Interest:** A severability of interest provision must apply for the additional insureds, ensuring that Contractor’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies’ limits.
- **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- **Subcontractor Insurance:** Should the Contractor use any subcontractor(s) to perform services under this Agreement, Contractor shall be responsible for ensuring that such subcontractor(s) procure and maintain insurance and limits appropriate to the nature and scope of services provided. Contractor shall collect Certificates of Insurance evidencing coverage(s) and limits of insurance, and with the exception of Workers’ Compensation and Professional Liability policies, the Contractor and the District shall be included as additional insureds for all ongoing and completed operations of the subcontractor(s).
- **District’s Right to Modify Insurance Requirements:** District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



PROPOSAL DOCUMENTS TO BE SUBMITTED:

Your proposal response must contain the following documents to be considered responsive:

- ☐ **Attachment “A” - PROPOSER’S QUALIFICATION STATEMENT**
- ☐ **Attachment “B” - List of Pool Locations and Information**
- ☐ **Attachment “C” - INFORMAL QUOTE FORM AND PROPOSAL**
- ☐ **Attachment “D” - NON-COLLUSION DECLARATION**
- ☐ **Attachment “E” - BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE**
- ☐ **Attachment “F” - WORKER'S COMPENSATION INSURANCE CERTIFICATE**
- ☐ **Attachment “G” - CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR
DIVISION OF INDUSTRIAL RELATIONS REGISTRATION**
- ☐ **Attachment “H” - CRIMINAL BACKGROUND INVESTIGATION /
FINGERPRINTING CERTIFICATION**
- ☐ **Attachment “I” - CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR**
- ☐ **Attachments “J” - FALSE CLAIMS**



Attachment "A"
PROPOSER'S QUALIFICATION STATEMENT
RFP # 1958 2025 Swimming Pool Maintenance Service
(Return with Proposal)

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title: _____

PROPOSER'S Telephone: _____

PROPOSER'S Email: _____

PROPOSER'S License Number: _____

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business, in this type of work: _____

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: _____ Sole Proprietorship _____ Partnership _____ Corporation
(Provide current W-9, and if applicable, Articles of Incorporation to support.)



Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organizations(s).



List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? Is so, provide details.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the Mt. Diablo Unified School District in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the Mt. Diablo Unified School District to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Company: _____

By: _____

(Signature)



Attachment “B”

List of Pool Locations and Information

RFP #1958: 2025 Swimming Pool Maintenance Service

<u>Location</u>	<u>Days/Hours</u>
College Park High School 201 Viking Drive Pleasant Hill, CA 94523 Pool size: 380,000 gallons Automated Chlorination System	M – F 6:00 a.m. – 2:00 p.m. Saturday & Sunday TBD (based on activity schedule)
Mt. Diablo High School 2450 Grant Street Concord, CA 94520 Pool Size: 120,000 gallons Automated Chlorination System	M – F 6:00 a.m. – 2:00 p.m. Saturday & Sunday TBD (based on activity schedule)
Northgate High School 425 Castle Rock Drive Walnut Creek, CA 94520 Pool Size: 545,000 gallons Automated Chlorination System	M – F 6:00 a.m. – 2:00 p.m. Saturday & Sunday TBD (based on activity schedule)
Pleasant Hill Middle School 1 Santa Barbara Rd, Pleasant Hill, CA 94523 *Anticipated NewPool Size: 277,000 gallons *Major Renovation scheduled for 25/26 Automated Chlorination System	M – F 6:00 a.m. – 2:00 p.m. Saturday & Sunday TBD (based on activity schedule)



Attachment "C"

INFORMAL QUOTE FORM AND PROPOSAL
RFP #1958: 2025 Swimming Pool Maintenance Service
(Return with Proposal)

To: Governing Board of Mt. Diablo Unified School District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares the Bid Documents have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Bid Documents and Specifications of the Swimming Pool Maintenance Service for Mt. Diablo Unified School District.

PROJECT: RFP #1958 2025 Swimming Pool Maintenance Service

College Park High School (201 Viking Drive, Pleasant Hill, CA 94523)

Monthly Cost \$ _____, X 12 = Annual Cost \$ _____

Mt. Diablo High School (2450 Grant Street, Concord, CA 94520)

Monthly Cost \$ _____, X 12 = Annual Cost \$ _____

Northgate High School (425 Castle Rock Road, Walnut Creek, CA 94598)

Monthly Cost \$ _____, X 12 = Annual Cost \$ _____

Pleasant Middle School (1 Santa Barbara Road, Pleasant Hill, CA 94523)

Monthly Cost \$ _____, X 12 = Annual Cost \$ _____

TOTAL ANNUAL POOL MAINTENANCE PROPOSAL \$ _____

1. The undersigned has reviewed the Work outlined in the Bid Documents and fully understands the scope of Work required in this Proposal, and that each contractor who is awarded a Bid shall be in fact a prime bidder, not a sub-bidder, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Bid Documents.
2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Bid Documents, and has contacted the Project Manager before bid date to verify the issuance of any clarifying Addenda.



3. It is understood that the District reserves the right to reject this proposal and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
4. Receipt and acceptance of the following addenda is hereby acknowledged:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____
5. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
6. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the completion of the Work which may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
7. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
8. Bidder 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 Bidder may be subject to criminal prosecution.
9. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the bid, licensed by the State of California to do the type of work required under the terms of the Bid Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20____

Name of Bidder _____



Type of Organization _____

By (Signature) _____

Name of Signer _____

Title of Signer _____

Full Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

E-mail Address _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____



Attachment "D"

NON-COLLUSION DECLARATION

Public Contract Code § 7106

RFP #1958: 2025 Swimming Pool Maintenance Service

SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the _____ (PRINT YOUR TITLE)

of _____ (PRINT FIRM NAME),

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: _____

Proper Name of Bidder: _____

Signature: _____

By: _____ (Print Name)

Title: _____

END OF DOCUMENT



Attachment "E"
BIDDER'S STATEMENT
REGARDING INSURANCE COVERAGE
RFP #1958: 2025 Swimming Pool Maintenance Service
(To Be Submitted with Proposal)

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposal No. 1958: 2025 Swimming Pool Maintenance Service for Mt. Diablo Unified School District. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Mt. Diablo Unified School District as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

END OF DOCUMENT



Attachment "F"

WORKER'S COMPENSATION INSURANCE CERTIFICATE

RFP #1958: 2025 Swimming Pool Maintenance Service

(To be submitted with Proposal)

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, 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 I will comply with such provisions before commencing the performance of the work of this contract.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTEST:

By _____
Signature

Printed Name & Title

END OF DOCUMENT



Attachment "G"

**CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION**

**RFP #1958: 2025 Swimming Pool Maintenance Service
(Submit with Proposal)**

Pursuant to Public Contract Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I _____, _____ certify that
(Name) (Title)

_____ is currently registered as a contractor with the
(Contractor Name)

Department of Industrial Relations (DIR):

Contractor's DIR Registration Number _____

Expiration date June 30, 20_____

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

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

Signature: _____

Date: _____

END OF DOCUMENT



Attachment “H”
CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING
CERTIFICATION

RFP #1958: 2025 Swimming Pool Maintenance Service
(Submit with Proposal)

The undersigned does hereby certify to the governing board of the District that undersigned is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and 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 (*check all that apply*):

- ☐ **All Workers Fingerprinted.** 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 interact with pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall “require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation.”). A complete and accurate list of Contractor’s employees and of all of its subcontractors’ employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or
- ☐ **Physical Barrier.** 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
- ☐ **Continual Supervision by Fingerprinted Employee.** 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: _____
- ☐ **Unoccupied Site.** 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: _____

By: _____ (Print Name)

Title: _____

END OF DOCUMENT

Attachment "I"
CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR
RFP #1958: 2025 Swimming Pool Maintenance Service
(Submit with Proposal)

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- **The undersigned is a representative of the Contractor,**
- **The undersigned is familiar with the facts herein certified and acknowledged,**
- **The undersigned is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement undersigned is certifying the following items.**

☐ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that 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 this contract.

☐ **Labor Code Section 6401.9 (Workplace Violence Prevention).** I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 6401.9 of the Labor Code which require every employer, as specified in more detail in that section, to comply with the following:

- Establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan containing specified information;
- Record specified information in a violent incident log for every workplace violence incident;
- Provide initial and ongoing effective training of employees on workplace violence with training material appropriate in content and vocabulary to the education level, literacy, and language of employees;
- Create and maintain records of workplace violence hazard identification, evaluation, and correction for a minimum of five years; and
- Allow access to those records by employees and their representatives without cost.

I will comply with these provisions before commencing the performance of the Work of this Contract.

- ☐ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I 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 the actions that 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) Any available 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 by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

- ☐ **Tobacco-Free Environment.** 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 and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and 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. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

- ☐ **No Hazardous Materials.** I acknowledge and certify under penalty of perjury 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. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
- (i) 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. 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.
- (ii) 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.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

- ☐ **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, chalks, 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.

(i) **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.

(ii) 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.

(iii) 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.

I acknowledge and certify under penalty of perjury, that:

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

☐ **Imported Materials.** All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

☐ **Roofing Contract Financial Interest Certification (Public Contract Code § 3006)**

I, _____ [Your Name], _____
 _____ [Firm Name]

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person"



means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ **[Your Name]**, _____
_____ **[Firm Name]**

certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ **[Your Name]**, _____
_____ **[Firm Name]**

have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____

Mailing address: _____

Address of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

For Projects without substantive roofing components, check the following box and execute this certification:

- ☐ The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.



☐ **Russian Sanctions Certification**

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; “**Federal Order**”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; “**State Order**”).

The District requires the Contractor, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm’s contract with the District has a cumulative value of \$5 million or more, your certification here constitutes your written response to the District, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____ (Print Name)

Title: _____

END OF DOCUMENT



Attachments "J"
FALSE CLAIMS
RFP #1958: 2025 Swimming Pool Maintenance Service
(Submit with Proposal)

Bidders/Proposers shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Bidder/Proposer is non-responsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

"False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Bidder/Proposer has no False Claims Act violations as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by Contractors' State License Board)

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

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

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal, Bidder/Proposer shall provide on the following page labeled "False Claim Act Violations Information:" (1) the date of the determination of the violation, (2) the identity of tribunal or court and the case name or number, if any, (3) the identity of government contract or project involved, (4) the identity of government agency involved, 5) the amount of fine imposed, and (6) any exculpatory information of which the County should be aware.



FALSE CLAIMS ACT VIOLATIONS INFORMATION

- (1) Date of determination of the violation: _____
- (2) Identity of tribunal or court and the case name or number, if any: _____

- (3) Government contract or project involved: _____

- (4) Government agency involved: _____

- (5) Amount of fine imposed: _____
- (6) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

END OF DOCUMENT