

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

REQUEST FOR BIDS

#1967

2026 Pest Control Services District-Wide (General Services)

FOR

MT. DIABLO UNIFIED SCHOOL DISTRICT

DATE DUE: January 27, 2026 10:30 a.m.

Mt. Diablo Unified School District
NOTICE FOR REQUEST FOR BIDS

RFB #1967 – 2026 Pest Control Services District-Wide (General Services)

The Mt. Diablo Unified School District ("**District**") is requesting submission of Request for Bids ("RFB") from qualified firms, partnerships, corporations, associations, persons, or professional organizations ("**Firm(s)**") **for RFB #1967 – 2026 Pest Control Services District-Wide (General Services) for Mt. Diablo Unified School District.** RFB #1967 applicant(s) may be selected as a pool for this RFB.

RFB documents and specifications may be reviewed and/or downloaded from the Mt. Diablo Unified School District Website. 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.

Interested companies are invited to submit their original Proposals as described below to: **Mt. Diablo Unified School District, Attn: RFB #1967, Purchasing Department, 2326 Bisso Lane, Concord, CA 94520.** Facsimile (Fax) and digital copies of proposals will NOT be accepted.

This request is a formal request for RFBs, but is not an offer by the District to contract with any firm responding to this RFB. **The District will select one or more firms to provide Pest and Rodent Control Services (Grounds).**

Sealed Proposals must be received by 10:30 am, Tuesday, January 27, 2026. Submittals received after this date and time will not be accepted by the District. There will be no public RFB response opening on this RFB.

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: January 7 and 12, 2026

REQUEST FOR BIDS
RFB No. #1967
2026 Pest Control Services District-Wide (General Services)

1.0 Overview of Request for Bids

1.1 Publication of Request for Bids

Mt. Diablo Unified School District ("MDUSD" or "District") is issuing this request for bids ("RFB") to solicit bids from pest control service providers to provide Pest and Rodent Control Services (General Services). The services requested under this RFB shall be provided as a comprehensive, preventative pest and rodent management program for District facilities. Services include interior pest control, exterior perimeter monitoring, and kitchen and food service pest management, performed in compliance with the California Healthy Schools Act, Integrated Pest Management (IPM) standards, and all applicable state and local regulations.

The District seeks service providers that share our goals of student enrichment and preparedness for career and life skills while maintaining the highest levels of customer service.

As used in this RFB, the following words have the meanings assigned to them herein.

"Contractor." Contractor refers to the entity who the District selects for award of contract pursuant to this RFB and with whom the District successfully negotiates the terms of an agreement.

"Key Personnel." Key Personnel refers to the individuals who will perform essential roles in establishing, coordinating, and delivering the services requested under this RFB.

"Bidder." The Bidder refers to any entity submitting a response to this RFB. Also referred to as Respondent.

"Submittal." The Submittal refers to a response package submitted in response to this RFB. Also referred to as Statement of Bids or Bid.

1.2 Timeline and Key Dates

The anticipated schedule for this solicitation event is as follows.

Milestone	Weekday	Date
Issue Date, Document Posting (MDUSD Website), and First Advertising Run Date	Wednesday	January 7, 2026
Second Advertising Run Date	Monday	January 12, 2026
Pre-Bid Question Submission Deadline	**Tuesday**	**January 20, 2026**
Question & Answer Posting	Thursday	January 22, 2026
Bids Due (by 10:30 AM)	**Tuesday**	**January 27, 2026**
Intent to Award Notice (Anticipated)	Tuesday	February 3, 2026
Board of Education Approval Date (Anticipated)	Wednesday	February 11, 2026
Contract Start Date (Anticipated)	Tuesday	February 17, 2026

2.0 General Information

2.1 Overview of the District

The Mt. Diablo Unified School District serves nearly 30,000 students at over 50 schools in the communities of Concord, Pleasant Hill, Clayton, Bay Point, Pittsburg, and parts of Walnut Creek, Martinez, and Lafayette. MDUSD is committed to ensuring high-quality education for all students and providing innovative programs that prepare them for success in college, career, and life.

2.2 Overview of the Custodial & Operations Division

The Custodial & Operations Division is part of the Maintenance, Operations & Facilities Department of the Mt. Diablo Unified School District. The Division is responsible for maintaining clean, safe, and sanitary learning and working environments across more than 50 District sites. Custodial & Operations staff support daily school operations by providing routine cleaning, site support, and operational services in compliance with health, safety, and regulatory standards. When internal staffing or specialized services are insufficient to meet District needs, the Division utilizes contracted service providers to support ongoing operations and maintain District facilities at the highest standards.

2.3 Background and Statement of Service Need

The primary role of the Custodial & Operations Division is to maintain clean, safe, and sanitary learning and working environments throughout District facilities. This includes supporting daily

school operations by addressing sanitation concerns, health-related conditions, and environmental factors that may impact students, staff, and visitors.

As part of this responsibility, the Division must proactively manage pest and rodent activity within interior spaces, building perimeters, and kitchen and food service areas. Effective pest management requires specialized expertise, regulatory compliance, and ongoing preventative monitoring that exceeds the capacity of District staff to perform independently.

The District does not have sufficient internal staffing or resources to provide comprehensive, licensed pest control services at all sites. It is therefore necessary for the District to contract with qualified pest control service providers to deliver a preventative pest and rodent management program in accordance with the California Healthy Schools Act, Integrated Pest Management standards, and all applicable regulations.

Through this RFB, the District intends to award contracts to a pool of responsive and responsible bidders to provide scheduled, preventative pest control services, as well as limited emergency response services when necessary. The selected contractor(s) shall furnish all labor, tools, equipment, materials, and documentation required to deliver these services in a professional and compliant manner.

3.0 Scope of Work and Requirements

3.1 Scope of Work

The services requested under this RFB shall be provided as part of a comprehensive, ongoing, preventative pest and rodent management program. This Scope of Work is intended as a general guide and not a complete list of all services. The services shall focus on preventing, monitoring, controlling, and mitigating rodent and pest activity across District fields, sports grounds, and open grounds.

The Preventative Program shall emphasize scheduled, recurring inspections, proactive treatment strategies, early detection of rodent activity, site-specific action plans, and long-term management designed to preserve field safety, protect District assets, and comply with all Integrated Pest Management (IPM), Healthy Schools Act (HSA), and Department of Pesticide Regulation (DPR) requirements.

At this time, the District has identified the following services required under this RFB:

- **Interior Pest and Rodent Control:**
    - Routine, scheduled inspections of interior spaces including classrooms, offices, restrooms, storage rooms, mechanical rooms, multipurpose rooms, and common areas.

- Identification and monitoring of small rodents (e.g., mice, rats) and common interior pests (e.g., ants, cockroaches, spiders, flies, silverfish).
- Installation, monitoring, and maintenance of tamper-resistant traps, monitoring stations, and exclusion devices.
- Application of control measures using least-toxic and non-chemical methods whenever feasible, in accordance with IPM principles.
- Use of pesticides only when necessary and only by licensed technicians, following all label, state, and federal regulations.
- Sealing and exclusion recommendations to prevent pest entry, including gaps, cracks, utility penetrations, and door thresholds.

- **Perimeter and Exterior Building Control:**
  - Scheduled inspections of building perimeters, entry points, loading docks, trash enclosures, crawl spaces, and utility areas.
  - Monitoring and control of rodent activity around foundations, walkways, and exterior service areas.
  - Installation and maintenance of exterior bait stations and traps in secured, tamper-resistant enclosures.
  - Identification of conducive conditions such as vegetation encroachment, standing water, or structural vulnerabilities.
  - Recommendations for environmental modifications to reduce pest harborage and migration into buildings.

- **Kitchen and Food Service Pest Control:**
  - Routine inspections and monitoring of kitchens, cafeterias, snack bars, food storage rooms, and food preparation areas.
  - Targeted control of pests commonly associated with food service environments, including ants, cockroaches, flies, rodents, and stored-product pests.
  - Placement and maintenance of monitoring devices in compliance with food safety and sanitation standards.
  - Coordination with Nutrition Services staff to minimize disruption and ensure compliance with health regulations.
  - Use of pest control methods that comply with HSA notification requirements and food safety best practices.

- **Emergency and Special Services:**
  Although the contract's intent is preventative, the Contractor shall also provide special services when acute infestations occur:
  - Respond to urgent rodent activity or field hazards posing immediate safety risks.

- Coordinate with District staff for temporary field closures or restricted access when required.
- Restore playing fields or grounds impacted by sudden or severe burrowing damage.

- **Preventative Maintenance and Monitoring:**
  - Establishment of scheduled service visits (monthly or as otherwise directed) for all assigned sites.
  - Development and maintenance of site-specific pest management plans identifying risk areas, treatment strategies, and monitoring results.
  - Continuous evaluation of pest activity trends and adjustment of control strategies as needed.
  - Emphasis on prevention through sanitation recommendations, exclusion practices, and staff education support.

- **Emergency and Special Services:**
  - Response to urgent pest or rodent infestations that pose immediate health, safety, or sanitation concerns.
  - Coordination with District staff for after-hours or restricted-area access when required.
  - Follow-up inspections and treatments to confirm successful remediation.

- **Inspections, Documentation, and Program Reporting**
  - Perform comprehensive inspections during each scheduled visit, documenting observed activity, treatments performed, and areas requiring follow-up.
  - Provide detailed service reports digitally through an online portal after every visit, including:
    - Treatment locations
    - Materials used
    - Observed pest levels
    - Maps/photos as appropriate
    - Recommendations for further action
  - Submit annual IPM program summary reports including:
    - All sites serviced
    - Seasonal activity trends
    - Materials used
    - Effectiveness assessments
    - Recommendations for next-year prevention strategies
    - Service reports will be kept digitally through an online portal

3.2 Protocol for Scheduling Services and Invoicing

3.2.1 Scheduling

After the award of contracts, Custodial & Operations will have a list of the Contractors along with their rates. Custodial & Operations will contact all of the Contractor(2) with their needs including the date(s), time, and project scope. The Contractor(s) shall respond to the requesting Custodial & Operations staff within one (1) business days of the request with the following information:

Custodial & Operations will maintain a list of awarded Contractors and their rates. The District will provide each Contractor with a preventative service schedule for all assigned sites. Contractors shall:

- Confirm scheduled dates and service capacities within one (1) business days of District communication.
- Submit cost proposals for non-scheduled or emergency services when applicable.
- Provide a single customer-service point of contact available throughout the duration of the preventative program to assist with coordination, service adjustments, and issue resolution.

3.2.2. Warranty

For a period of 365 days commencing with installation, all parts installed by the Contractor shall be warranted by the Contractor to be in satisfactory working order and condition.

Upon written notice from Custodial & Operations, the Contractor shall immediately repair or replace, at his own expense, all or any parts that may prove to be defective during the period of this warranty, whether installed initially or as repair or replacement under this warranty.

The Contractor further warrants that any such repair or replacement shall remain in satisfactory working order and condition for a period of 365 days after the repair is made or the replacement parts installed.

3.2.3 Invoicing

Contractor shall submit itemized invoices for services rendered under this contract no later than fifteen (15) working days following the date the service is completed. In no event, shall the Contractor submit an invoice if they did not provide services. In submitting any invoice for payment for services rendered under this contract, Contractor certifies to the District that said services were rendered in compliance with Contractor’s obligations under this contract.

- Contractor has the responsibility to keep track of services provided and to invoice directly.

3.3 Requirements

The District has identified the following requirements as necessary for the successful performance of the tasks associated with provision of the requested services. Bidders are advised to review them carefully and confirm in their bid response (Section 4.2) that they have so reviewed and that they will abide by them for the duration of the contract term and any extensions to that.

Contractor must:

- Maintain valid and unexpired state and local permits and licenses required to operate as a pest control service provider in the State of California.
- All contractors and subcontractors must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 in order to perform work on any public works project, including those for school districts.
- Maintain the required insurance types and levels in unexpired states; provide appropriate evidence of insurance renewals and continuance prior to expiration of current ones.
- Contractor shall provide one contract manager for the entire contract to oversee all projects issued under this contract. The contract manager shall have at least three (3) years of experience, managing, coordinating, or organizing landscape or hardscape repair maintenance and improvement services projects. The contract manager shall be the direct contact for the District and shall have oversight over all projects established under this contract.
- Ensure its project lead shall be available for up to two (2) meetings per project with District personnel to coordinate time frames, logistics and building access at no charge to the District.
- Verify and familiarize itself with existing site locations, conditions, and requirements prior to starting any service assignment and abide by any site location requirements while providing the requested service.
- Rectify any errors at no cost to the District within 24 hours of being notified of such errors.
- Conduct a post-completion site inspection with a District representative to confirm satisfactory completion at no cost to the District.
- All employees of Contractor shall wear a uniform or shirt that clearly identifies the company.

- All work performed by the Contractor shall be professional, current with the times utilizing state-of-art methods and equipment considered to be acceptable under existing landscape or hardscape standards.

4.0 Bid Format, Content, and Submission

Bidders shall abide by these format, content, and submission requirements and procedures. The District reserves the right to reject any Bids that fail to meet these requirements and procedures.

4.1 Bid Format

4.1.1 Minimum Qualifications Certification

Bidders should download, complete, and submit the ***Minimum Qualifications Certification (Appendix A)***. Any bids submitted without a completed Minimum Qualifications Certification will be deemed nonresponsive and will not be accepted.

4.1.2 Proposed Fees for Services

Bidders should download and use the ***Bid Sheet (Appendix B)*** to present their fee bid. The Bid Sheet should include for all service technicians hourly rate. ALL PRICES AND FEES ARE TO BE FIRM FOR THE INITIAL TERM OF THE CONTRACT.

4.1.3 Reference Checks - Release of Liability

Bidders should download, complete, and submit all the required information in the ***Reference Check (3) Forms (Appendix C)***. The references will be asked to verify Bidder's experience, including length and level. In addition to other things, the information provided will be used in determining if Bidders meet the Minimum Qualifications. Bidders should therefore ensure that they only submit references that have first-hand knowledge of the information and can verify that information.

4.2 Bid Submission

A. Preparation of RFBs. RFB's must be submitted in ink or typewritten. Both **unit price and extension** (where applicable) for all line items must be shown where required on the RFB form. Signature on RFB's must be in **wet ink (blue ink)** to be considered acceptable. RFB on each item separately. Prices should be stated in units specified hereon. **RFB Bidders are requested to submit their pricing on the RFB forms provided**. Each RFB must be submitted in a separate ***sealed envelope*** with the RFB number on the outside,

vendor name, and must be submitted to the Purchasing/Warehouse Department of the Mt. Diablo Unified School District at the time and date specified. Fax or other electronic delivery of RFBs is not acceptable. Bids received other than through hardcopy (mailed or delivered) after the due date and time shall not be accepted.

B. Documents Required for Bid Opening:

- ☐ **Bid Document**
- ☐ **Appendix A - Minimum Qualifications**
- ☐ **Appendix B - Pricing Sheet**
- ☐ **Appendix C - Reference Check Form (3 references)**
- ☐ **Appendix D - Noncollusion Declaration**

5.0 District's Evaluation / Selection Process

5.1 Overall Evaluation Process

Evaluation Phase	Scoring
Minimum Qualifications Certification	Pass/Fail
Bid Sheet	35
References	20
Qualifications & Experience	15
Past Positive Performance	15
Work Plan/Responsiveness	15

This section describes the District's criteria for analyzing and evaluating the Bids. Submittals received in response to this RFB will be evaluated in phases.

Minimum Qualifications (Pass/Fail)

The Submittals will be reviewed by the District's Procurement Department staff for minimum qualifications. The evaluation results at this phase shall be based on pass/fail criteria. Only those Submittals that meet the minimum qualifications will be advanced to the next phases of the evaluation.

The District has established the following requirements as the minimum qualification for participating in this solicitation event:

1. Three (3) years of experience obtained within the most recent five (5) years providing pest and rodent control services comparable in scope and complexity to those described in this RFB.
2. Contractor shall demonstrate experience servicing K–12 school districts, public agencies, or comparable institutional facilities with active occupancy and heightened safety requirements.
3. Contractor shall have documented experience providing interior pest control, perimeter rodent management, and kitchen/food service pest control in compliance with HSA and IPM standards.
4. Contractor shall provide references for at least three (3) comparable clients, including scope of services, duration of contract, and contact information.
5. Contractor shall hold one or more of the following valid and unexpired licenses, as applicable to the scope of work:
    a. Structural Pest Control Operator License – Branch 2 (General Pest Control) issued by the California Structural Pest Control Board, authorizing the control of rodents and common structural pests; and/or
    b. California Department of Pesticide Regulation (DPR) Qualified Applicator License (QAL) or Qualified Applicator Certificate (QAC) with appropriate categories covering vertebrate pest control and structural pest management.

    All pesticide applications shall be performed only by properly licensed and certified personnel.

6. **Healthy Schools Act (HSA) Compliance.** Contractor shall fully comply with the California Healthy Schools Act (Education Code §17608 et seq.), including:
    a. Advance notification of pesticide applications when required;
    b. Maintenance and submission of pesticide use records in the format required by the District;
    c. Use of least-toxic pest control methods whenever feasible; and
    d. Coordination of service schedules to minimize exposure to students, staff, and visitors.

7. **Healthy Schools Act (HSA) Compliance.** Contractor shall fully comply with the California Healthy Schools Act (Education Code §17608 et seq.), including:
    a. Advance notification of pesticide applications when required;
    b. Maintenance and submission of pesticide use records in the format required by the District;
    c. Use of least-toxic pest control methods whenever feasible; and
    d. Coordination of service schedules to minimize exposure to students, staff, and visitors.

Bidders must complete and submit the ***Minimum Qualifications Certification (Appendix A)*** form herewith along with information to verify their responses with their bids.

Bid Sheet Evaluation

Comparison of hourly rates and pricing submitted on ***Pricing Sheet (Appendix B)***. Lowest responsive bid receives highest score. The bid sheets with the four lowest prices will be the highest ranked Bidders.

Reference Checks

District staff will review and check the references for each of the four highest ranked Bidders. The references will be asked to verify the Bidder's experience in providing the requested services, the quality of services and staffing provided to prior clients, as well as adherence to schedules/budgets and Bidder's problem-solving, project management, communication abilities, performance on deliverables and outcomes, effectiveness in meeting or exceeding project objectives. Bidders must provide with Submittals, a ***Reference Check Form (3 references) (Appendix C).***

Qualifications & Experience

Depth of staff expertise, relevant project history, and certifications demonstrating capability to perform work described in Section 3.0.

Past Positive Performance

Demonstrated record of satisfactory performance on prior MDUSD or comparable contracts, including adherence to schedule, budget, and workmanship standards.

Work Plan / Responsiveness

Evaluation of the Bidder's approach to scheduling, communication, and service delivery, as evidenced by the requirements in Sections 3.2 (Scheduling Protocol) and 3.3 (Contractor Requirements). This includes the adequacy of single points of contact, ability to confirm service requests within two (2) business days, capacity to correct deficiencies within 24 hours, and procedures for post-completion inspections.

6.0 Contract Award

The District intends to award at its discretion, one vendor contract(s) with **a collective not-to-exceed value of three hundred fifty thousand dollars ($350,000.00**) total to provide the services, however the district reserves the right to create a pool of up to three vendors, should they see fit. The District will select the top ranked responsive and responsible Bidder with whom to commence contract negotiations.

The selection of any bid shall not imply acceptance by the District of all terms of the bid, which may be subject to further negotiations and approvals before the District may be legally bound

thereby. If a satisfactory contract cannot be negotiated in a reasonable time the District, in its sole discretion, may terminate negotiations with the highest ranked bidder and begin contract negotiations with the next highest ranked bidder. The selected bidder will be required to enter into a contract substantially in the form of the Organization/Professional Services Agreement, attached hereto as ***Appendix E "Form of Contract"***. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The District, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

A contract made pursuant to this RFB shall have an initial term of three (3) years. In addition, the District shall have two options exercisable at its sole discretion, to extend the term of the contract for a period or periods of up to one year each. The maximum contract period shall not be more than five (5) years.

7.0 Terms for Receipt of Bids

7.1 Errors and Omissions in RFB

Bidders are responsible for reviewing all portions of this RFB. Bidders are to promptly notify the District in writing, if they discover any ambiguity, discrepancy, omission, or other error in the RFB. Any such notification should be sent by email to **Elizabeth McClanahan, Director of Purchasing & Warehouse, mcclanahane@mdusd.org** promptly after discovery, but in no event later than **4:00 P.M. (PST) on January 20, 2026**. The email must be a direct email to this address; it cannot be a "reply" or part of a thread. The subject line of the email must state: **ERRORS AND OMISSIONS FOR RFB #1967 – 2026 Pest Control Services District-Wide (General Services).** Modifications and clarifications will be made by addenda as provided below.

7.2 Questions and Objections Regarding the RFB

Any questions and/or objections concerning the substance of this RFB including the Scope of Work, requirements, and evaluation criteria must be submitted, in writing, via email to **Elizabeth McClanahan, Director of Purchasing & Warehouse, mcclanahane@mdusd.org** by **4:00 P.M. (PST) on January 20, 2026**. Any questions concerning the RFB process shall be submitted no later than five (5) working days prior to the bid due date to the same email address. The email must be a direct email to this address; it cannot be a "reply" or part of a thread. The subject line of the email must state: **RFB #1967 – 2026 Pest Control Services District-Wide (General Services).** Bidders who fail to do so will waive all further rights to protest, based on these specifications and requirements.

If necessary, a "Questions and Answers" document will be developed from all submitted questions and posted on the District's Contracts Opportunities portal. It is the responsibility of the Bidder to check the portal for the Questions and Answers document and any addenda.

7.3 Change Notices

The District may modify the RFB, prior to the bid due date, by issuing an addendum, which will be posted on the District's Contracts Opportunities Portal. Bidders shall be responsible for ensuring that their bids reflect any and all RFB addenda issued by the District prior to the bid due date regardless of when their bid is submitted. Therefore, the District recommends that Bidders visit the portal frequently, particularly during the run up to the bid due date, to determine if they have downloaded any and all addendum/addenda and documents.

Submission of a bid signifies that the proposed services and fees/cost are valid for 120 calendar days from the bid due date and that the quoted fees are genuine and not the result of collusion or any other anti-competitive activity.

7.4 Revision of Bid

A bidder may revise a bid on the bidder's own initiative at any time before the deadline for submission of bids. The bidder must submit the revised bid in the same manner as the original. A revised bid must be received on or before the bid due date. In no case will a statement of intent to submit a revised bid, or commencement of a revision process, extend the bid due date for any bidder.

At any time during the bid evaluation process, the District may require a bidder to provide oral or written clarification of its bid. The District reserves the right to make an award without further clarifications of bids received.

7.5 Errors and Omissions in Bid

Failure by the District to object to an error, omission, or deviation in the bid will in no way modify the RFB or excuse the bidder from full compliance with the specifications of the RFB or any contract awarded pursuant to the RFB.

7.6 Financial Responsibility

The District accepts no financial responsibility for any costs incurred by any bidder in responding to this RFB. Submissions of the RFB will become the property of the District and may be used by the District in any way deemed appropriate.

7.7 Reservation of Rights by the District

The issuance of this RFB does not constitute an agreement by the District that any contract will actually be entered into by the District. The District expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure.
- Reject any or all bids.
- Reissue a Request for Bids.
- Prior to submission deadline for bids, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment, or services to be provided under this RFB, or the requirements for contents or format of the bids.
- Procure any materials, equipment or services specified in this RFB by any other means; or
- Determine that no project will be pursued.

7.8 No Waiver

No waiver by the District of any provision of this RFB shall be implied from any failure by the District to recognize or take action on account of any failure by a bidder to observe any provision of this RFB.

8.0 Protest Procedures

8.1 Protest of Contract Award

Within five (5) working days of the District's issuance of an Opening Summary and/or Notice of Intent to Award the contract (posted on the District Bidding Website), the next highest ranked Bidder may submit a written notice of protest if it believes that the District has incorrectly selected another bidder for award. Such notice of protest must be received by the District on or before five (5) working days after the District's issuance of the Opening Summary and/or Notice of Intent to Award.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Bidder, and must cite the law, rule, local ordinance, procedure, or RFB provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the District to determine the validity of the protest.

8.2 Delivery of Protests

All protests must be received by their respective due dates. Protests must be delivered via email to mcclanahane@mdusd.org. The email must be a direct email to this address; it cannot be a "reply" or part of a thread. The subject line of the email must state: **RFB #1967 – 2026 Pest Control Services District-Wide (General Services).** Protests sent by any means or format other than as specified here or that are not received before their respective due dates will not be considered.

End of Section

Appendix A – Minimum Qualifications Certification

RFB# 1967 - 2026 Pest Control Services District-Wide (General Services)

PROPOSER WILL BE IMMEDIATELY DISQUALIFIED
IF THE ANSWER TO ANY OF QUESTIONS IS "NO."

In addition to responding to these questions, Proposers must include verifying information in their responses to Section 6.3 of the RFB. The District will cross check the information as part of the minimum qualifications evaluation.

1. Does the Proposer possess three (3) years of experience obtained within the most recent five (5) years providing pest and rodent control services?

☐ Yes
☐ No

2. Is the Proposer currently licensed with one or more of the following valid and unexpired licenses, as applicable to the scope of work:

- Structural Pest Control Operator License – Branch 2 (General Pest Control) issued by the California Structural Pest Control Board, authorizing the control of rodents and common structural pests; and/or
- California Department of Pesticide Regulation (DPR) Qualified Applicator License (QAL) or Qualified Applicator Certificate (QAC) with appropriate categories covering vertebrate pest control and structural pest management?

☐ Yes
☐ No

3. Does the proposer currently have a contract manager with at least three (3) years of experience, managing, coordinating, or organizing pest and rodent control services?

☐ Yes
☐ No

_____	_____
Signature	Date
_____	_____
Print Name and Title	Print Company Name

End of Section

Appendix B – Pricing Sheet
RFB# 1967 - 2026 Pest Control Services District-Wide (General Services)

Contractor shall provide flat-rate pricing for all recurring, scheduled preventative pest and rodent control services. Prices shall include labor, equipment, monitoring, documentation, and all standard treatment materials unless otherwise noted.

Site Type	Unit of Measure	Monthly Cost	Annual Cost
Elementary School	Per Site	$_____	$_____
Middle School	Per Site	$_____	$_____
High School	Per Site	$_____	$_____
Administrative/Support Site	Per Site	$_____	$_____

Total Annual Preventative Program Cost: $_____

Optional Add-On Pricing (Unit Costs)

Optional Service	Unit of Measure	Cost
Additional Unscheduled Visit	Per Visit	$_____
Emergency After-Hours Response	Per Visit	$_____
Heavy Infestation Treatment	Per Area	$_____
Exclusion Work (Minor Sealing)	Per Hour	$_____

Dated this _____ day of _____20____

Name of Bidder (Company) _____

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:_____

End of Section

Appendix C - Reference Check #1

RFB# 1967 - 2026 Pest Control Services District-Wide (General Services)

Reference #1 Name	
Reference Organization	
Telephone Number	
Email Address	
Dates of Service	
Types of pest and rodent control grounds services provided	(Be specific on types of services provided to the reference organization.)

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue the Mt. Diablo Unified School District ("District"), its Board, officers, and employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that the District may make regarding the qualifications or experience of a Prime proposer, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for **RFB# 1967** for pest control general services from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

_____ _____

Proposer's Name Date

_____ _____

Signature of Authorized Representative of Proposer Name and Title of Authorized Representative

Appendix C - Reference Check #2

RFB# 1967 - 2026 Pest Control Services District-Wide (General Services)

Reference #2 Name	
Reference Organization	
Telephone Number	
Email Address	
Dates of Service	
Types of pest and rodent control grounds services provided	(Be specific on types of services provided to the reference organization.)

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue the Mt. Diablo Unified School District ("District"), its Board, officers, and employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that the District may make regarding the qualifications or experience of a Prime proposer, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for **RFB# 1967** for pest control general services from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

_____ _____

Proposer's Name Date

_____ _____

Signature of Authorized Representative of Proposer Name and Title of Authorized Representative

Appendix C - Reference Check #3

RFB# 1967 - 2026 Pest Control Services District-Wide (General Services)

Reference #3 Name	
Reference Organization	
Telephone Number	
Email Address	
Dates of Service	
Types of pest and rodent control grounds services provided	(Be specific on types of services provided to the reference organization.)

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue the Mt. Diablo Unified School District ("District"), its Board, officers, and employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that the District may make regarding the qualifications or experience of a Prime proposer, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for **RFB# 1967** for pest control general services from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

_____ _____

Proposer's Name Date

_____ _____

Signature of Authorized Representative of Proposer Name and Title of Authorized Representative

End of Section

Appendix D - NONCOLLUSION DECLARATION

RFB# 1967 - 2026 Pest Control Services District-Wide (General Services)

Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

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: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF BIDDING DOCUMENTS

Appendix E – Independent Service Contract - DRAFT/TEMPLATE

RFB# 1967 - 2026 Pest Control Services District-Wide (General Services)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into this _____ day of _____, 2026 ("Effective Date"), by and between **Mount Diablo Unified School District** ("District") and _____ ("Contractor") for the purpose of maintaining electrical equipment on District sites. The District and the Contractor are collectively referred to as the "Parties."

RECITALS

WHEREAS, absent an exception or exclusion, competitive solicitation is required when contracting for goods and services in excess of the State bid limit, adjusted annually for inflation;

WHEREAS, this Agreement was competitively procured as required by California Public Contract ("PCC") Code §§ 20111 *et seq.*, through a Request for Bids ("RFB") for **district-wide, general pest control services** issued on **January 7, 2026** and from which Contractor was selected pursuant to the terms therein;

WHEREAS, the District desires Contractor to provide it with **district-wide general pest control services**, as detailed herein;

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of professional services or advice if those persons are specially trained and experienced and competent to perform the services required, specifically, Government Code § 53060, or this Agreement falls under one of the other legal exceptions to competitive bidding requirements, specifically **N/A**; and

WHEREAS, Contractor represents itself able and, for a consideration, willing to perform the services for/at **Mt. Diablo Unified School District Sites**.

NOW, THEREFORE, the Parties agree as follows:

1. **SERVICES:** At the request of the District, the Contractor shall furnish the following services ("Services" or "Work"):

1.1. Contractor shall perform and render all services as prescribed and required by the RFB (attached hereto **Exhibit A**), and/or all other documents forming a part of the RFB package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for: **district-wide, general pest control services**.

1.2. Contractor shall perform the Services at the site(s) listed in **Exhibit B** ("Site(s)"). The Work is the scope of Services performed at the Sites.

2. COMPENSATION: District agrees to pay Contractor for services satisfactorily rendered pursuant to this Contract a total fee not to exceed **_____Dollars ($XXXXXX).** District shall pay Contractor according to the following terms and conditions:

2.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within sixty (60) days after Contractor submits an invoice to District for Services actually completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made.

2.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit C**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement. Prices offered shall remain firm-fixed throughout the term of the Contract. If the contract is extended, then Contractor shall be entitled to an increase in price equal to the increase in the Consumer Price Index ("CPI") for that period.

2.3. If Contractor works at more than one site, Contractor shall invoice for each site separately.

2.4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

3. TERM: This Agreement shall become effective only upon approval and/or ratification by the District's Board of Education (the "Effective Date") in an open, noticed meeting, proper execution by the parties and certification by the Head Financial Officer as to the availability of funds. This Contract shall become effective on the Effective Date and shall remain effective, unless terminated in accordance with the provisions of this Contract. The initial term of this Agreement ("Initial Term") shall be for one year commencing on _____, and shall terminate on _____. The Term may be extended for up to two (2) additional years upon mutual written agreement of both parties. In no event shall the Term of the Agreement, including any extension(s), continue for more than three (3) years and shall expire on _____, unless terminated earlier per this Agreement.

4. This Contract incorporates by this reference the attached Terms and Conditions to Contract ("Terms and Conditions"). Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions when performing the Work.

5. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

6. Payment for the Work shall be made in accordance with the Terms and Conditions.

7. Contractor hereby acknowledges that the District has authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of the District. District shall have free access to any or all parts of the Work at any time. Contractor shall furnish District reasonable opportunities for obtaining such information as may be necessary to keep District fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

8. Inspection and acceptance of the Work shall be performed by the **Assistant Director of the Maintenance, Operations and Facilities Department of the District**.

9. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

10. Any notices or communications required or permitted to be given by this Agreement must be 1) given in writing; 2) personally delivered or mailed, by prepaid, certified mail, overnight courier; or 3) electronic mail transmission (including portal document format) with "read receipt" requested to the Party to whom such notice or communication is directed, to the email address or regularly-monitored electronic mail address of such Party as follows:

10.1. NOTICE TO THE DISTRICT:

SITE/DEPARTMENT	Maintenance, Operations & Facilities
HEAD OF SITE/DEPARTMENT	Melanie Koslow, Executive Director of MO&F
CONTACT PERSON	Chris Hansen
STREET ADDRESS	1480 Gasoline Alley
CITY, STATE, ZIP	Concord, CA 94520
TELEPHONE	(925) 682-8000 Ext. 3861
EMAIL ADDRESS	hansenchris@mdusd.org

10.2. NOTICE TO THE CONTRACTOR:

CONTRACTOR NAME	
CONTACT PERSON	
STREET ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	( )
EMAIL ADDRESS	

10.3. With Copy to:

Mt. Diablo Unified School District
Purchasing & Warehouse Department
Attn: Elizabeth McClanahan, Director
2326 Bisso Lane, Concord, CA 94520
mcclanahane@mdusd.org

10.4. Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section.

11. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.

12. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

REQUIRED FOR BID OPENING:	**REQUIRED UPON AWARD:**
☐ Bid Document ☐ Appendix A - Minimum Qualifications ☐ Appendix B - Pricing ☐ Appendix C - Release of Liability (3) ☐ Appendix D - Noncollusion Declaration	☐ Appendix E - Agreement ☐ Criminal Background Investigation / Fingerprinting Certification ☐ Certifications to be Completed by Contractor (8) ☐ Insurance Certificates and Endorsements ☐ State of California Licenses

13. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the dates indicated below:

Signatures on next page

COMPANY NAME

APPROVED:

BY: _____
Date

NAME: [INSERT]_____

TITLE: INSERT]_____

MT. DIABLO UNIFIED SCHOOL DISTRICT

AUTHORIZED AND APPROVED:

BY: _____
Adrian Vargas, CBO Date

RECOMMENDED:

BY:_____
Melanie Koslow Date
Executive Director of Maintenance, Operations, & Facilities

APPROVED AS TO FORM:

BY: _____
ELizabeth McClanahan, Date
Director of Purchasing & Warehouse

CONTRACTS OVER $500,000

BY: _____
GENERAL COUNSEL Date

Full Address of Contractor _____

Taxpayer's Identification No. of Contract _____

Telephone Number _____

E-mail Address _____

License Type(s), Number(s), & Expiration(s): _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation:_____

President: _____

Secretary: _____

Treasurer:_____

Manager:_____

***NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section*.**

_____

Contract continued on next page

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner.

3. **AVAILABILITY OF FUNDS; BUDGET AND FISCAL PROVISIONS; TERMINATION IN THE EVENT OF NON-APPROPRIATION.** This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and approval and appropriation of funds for this Agreement. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated or stated in any approved amendment. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the period for which funds are appropriated. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

4. **SITE EXAMINATION:** Contractor has examined each Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at each Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of each Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site(s).

5. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

6. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in this Contract. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

7. **SUBSTITUTIONS:** No substitutions of material from those specified in the District standards shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

8. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent,

partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

9. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on each job Site, use of equipment, and quality of workmanship.

10. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site(s) and shall not again be employed at the Site(s) without written consent from the District.

11. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

12. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

13. **CLEAN UP:** Debris shall be removed from each Site. Each Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

14. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

15. **FORCE MAJEURE:** The Contractor shall be excused from performance under this Contract during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor

and that Contractor has made reasonable efforts to mitigate any damage, as determined by the District.

16. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any Work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care required herein.

17. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

18. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

19. **PAYMENT:** The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) defective Work not remedied; (2) stop payment notices as allowed by state law; (3) unsatisfactory prosecution of the Work by Contractor; (4) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (5) erroneous or false estimates by the Contractor of the value of the Work performed; (6) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (7) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

20. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor.

21. **INDEMNIFICATION:**

    21.1. To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or

indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties, as found by a court or arbitrator of competent jurisdiction.

21.2. Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

21.3. Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

21.4. If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

21.5. The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract

22. CONTRACTOR'S INSURANCE: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his or her agents, representatives or subcontractors. Specifics regarding the amount and type of insurance are set-forth in the attached **EXHIBIT D** ("Insurance Requirements").

23. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards

24. CONFIDENTIALITY: Contractor agrees that, in connection with this Agreement, the Contractor may have access to proprietary and confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information

disclosed by the District to the Contractor or in which such information is collected or received by Contractor on District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care.

24.1. Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code §§ 49073 *et seq.* Contractor is prohibited from accessing or using confidential student information under this Agreement unless it first obtains prior written parental consent, or an exception to federal and state privacy laws that permit access to confidential student information applies**.** Even if access is permitted, Contractor shall not use confidential student data for any purpose other than providing services to the District pursuant to this Agreement. Contractor shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.

24.2. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

25. LIMITATION OF DISTRICT LIABILITY: District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

26. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES: Contractor agrees to comply with and is subject to the California False Claims Act (Government Code §§ 12650 *et seq*.), including treble damages and penalties as set forth in the operative statutory provision at the time of any violation.

27. COMPLIANCE WITH LAWS AND BOARD POLICIES: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom. Contractor shall keep itself fully informed of applicable District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and

shall at all times comply with such District Board Policies, and Administrative Regulations as they may be amended from time to time.

28. **NON-DISCRIMINATION:** The District is committed to providing equal opportunity for all individuals in education. Contractor understands and agrees that in providing Services to the District, it is Contractor's obligation to comply with *Board Policy 0410 (Nondiscrimination in District Programs and Activities)*, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The Services provided by Contractor shall not reflect adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. By signing this Contract, Contractor certifies that its programs, activities, and practices are free from discrimination and that it shall strictly adhere to and comply with District policies.

29. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

30. **CONTRACTOR CLAIMS:** Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract, including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

31. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

32. **TERMINATION:** If Contractor fails to perform the Work and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon

the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

33. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

34. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

35. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

36. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

37. **BINDING CONTRACT:** This Contract shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of said Parties and their successors and assigns.

38. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

39. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the Parties.

40. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

41. **HEALTH & SAFETY REQUIREMENTS FOR A CONTRACTOR:** If Contractor, its employees and/or subcontractors will enter a District school site or facility in connection with performance of services under this Agreement or if the Contractor, its employees and/or sub-Contractors, will be in contact with District staff, contractors, or students, then the

Contractor, its employees and/or sub-Contractors, shall maintain compliance with all local and state laws, health directives, orders, guidelines and policies, including but not limited to those related to COVID-19, and District policies, as updated from time to time. All costs to comply such requirements are the Contractor's responsibility. Evidence of compliance with these requirements shall be immediately available to the District upon request or audit. Contractor agrees that it is the Contractor's responsibility to be informed on the latest public health guidance on public health emergencies and to comply with that guidance accordingly. Where a conflict exists between this Agreement and any local or state public health order related to a current Public Health Emergency, the more restrictive guidance controls.

42. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

43. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements, understandings, written or oral, between the Parties pertaining to the subject matter thereof.

44. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

END OF SECTION

EXHIBIT A
SCOPE OF WORK

The Contractor's entire proposal submitted in response to **RFB #1966 – 2026 Pest Control Services, District-wide (General Services)** is hereby incorporated into and made part of this Contract.

District staff will request individual scopes of work on an as-needed basis. For each request, the Contractor shall provide a corresponding written proposal detailing the work to be performed, associated costs, and estimated timelines. No work shall commence without written authorization from the District for each specific project.

EXHIBIT B
SITES

SITE LOCATION	SITE ADDRESS	BUILT	BLDG	ACRES	SITE TYPE
Administration Building	1936 Carlotta Dr., Concord, CA 94519	1959	39,513	4.09	Administrative/Support Site
Ayers Elementary School	5120 Myrtle Drive, Concord, CA 94521	1962	33,925	10.4	Elementary
Bancroft Elementary School	2200 Parish Drive, Walnut Creek, CA 94598	1968	42,682	10.31	Elementary
Bel Air Elementary School	663 Canal Road, Bay Point, CA 94565	1950	39,818	8.12	Elementary
Cambridge Elementary School	1135 Lacey Lane, Concord, CA 94520	1957	50,487	8.2	Elementary
College Park High School	201 Viking Drive, Pleasant Hill, CA 94523	1960	156,154	38.13	High
Concord High School	4200 Concord Blvd., Concord, CA 94521	1966	147,415	43.5	High
Delta View Elementary	2916 Rio Verde, Pittsburg, CA 94565	2004	57,246	6.3	Elementary
Diablo View Middle School	300 Diablo View Lane, Clayton, Ca 94517	1992	82,718	8.43	Middle
Eagle Peak Montessori (Charter)	800 Hutchinson Road, Walnut Creek, CA 94598	2004	12,950	5.01	Elementary
El Dorado Middle School	1750 West Street, Concord, CA 94521	1960	76,171	15	Middle
El Monte Elementary School	1400 Dina Drive, Concord, CA 94518	1955	41,393	7.5	Elementary
Fair Oaks Elementary School	2400 Lisa Ln., Pleasant Hill, CA 94523	1953	35,363	10.98	Elementary
Foothill Middle School	2775 Cedro Lane, Walnut Creek, CA 94598	1966	81,507	20	Middle

SITE LOCATION	SITE ADDRESS	BUILT	BLDG	ACRES	SITE TYPE
Glenbrook Middle School	2351 Olivera Road, Concord, CA 94520	1955	57,226	15.46	Middle
Gregory Gardens Elementary School	1 Corritone Court, Pleasant Hill, CA 94523	1952	48,866	10	Elementary
Hidden Valley Elementary School	500 Glacier Dr, Martinez, CA 94553-5445	1968	64,293	10	Elementary
Highlands Elementary School	1326 Pennsylvania Blvd., Concord, CA 94521	1964	52,153	9.64	Elementary
Holbrook Elementary School	3333 Ronald Way, Concord, CA, 94519	1955	38,258	8	Elementary
Loma Vista Adult Ed	1266 San Carlos Ave., Concord, CA 94518	1953	78,718	13.43	***Middle School Size***
Central Services Maintenance Operations & Facilities Transportation Purchasing/Warehouse Food & Nutrition Services	1480 Gasoline Ally, Concord 94520 1490 Gasoline Alley, Concord, CA 94520 2326 Bisso Lane, Concord, CA 94520 2330 Bisso Lane, Concord, CA 94520	60-20	68,604	13.78	Administrative/Support Site
Meadow Homes Elementary School	1371 Detroit Ave., Concord, CA 94520	1952	57,831	10	Elementary
Monte Gardens Elementary School	3841 Larkspur Drive, Concord, CA 94519	1952	38,231	10	Elementary
Mount Diablo Elementary School	5880 Mt. Zion Drive, Clayton, CA 94517	1955	53,982	9	Elementary
Mount Diablo High School	2450 Grant St., Concord, CA 94520	1930	201,583	45	High
Mountain View Elementary School	1705 Thornwood Drive, Concord, CA. 94521	1964	41,370	10.84	Elementary
Northgate High School	2450 Grant St., Concord, CA 94520	1973	176,820	40	High

SITE LOCATION	SITE ADDRESS	BUILT	BLDG	ACRES	SITE TYPE
Oak Grove Middle School	2050 Minert Road, Concord, CA 94518	1958	68,259	11.4	Middle
Olympic High School	2730 Salvio Street Concord, CA 94519	1951	45,302	4.52	Elementary
Pine Hollow Middle School	5522 Pine Hollow Road, Concord, CA 94521	1964	72,210	11.58	Middle
Pleasant Hill Elementary School	2097 Oak Park Blvd. Pleasant Hill, CA 94523	1951	44,999	10.06	Elementary
Pleasant Hill Middle School	One Santa Barbara Road, Pleasant Hill, CA 94523	1954	131,177	28.95	***High School Size***
Rio Vista Elementary School	611 Pacifica Avenue, Bay Point, CA 94565	1954	43,488	12	Elementary
Riverview Middle School	205 Pacifica Ave., Bay Point, CA 94565	1956	120,223	44.6	***High School Size***
Sequoia Elementary School	277 Boyd Road, Pleasant Hill, CA 94523	1953	38,728	8.79	Elementary
Sequoia Middle School	265 Boyd Road, Pleasant Hill, CA 94523	1951	64,263	14.19	Middle
Shadelands Special Education School	1860 Silverwood Dr, Concord, CA 94519	1956	21,129	3	Elementary (Combined with Sunrise)
Shore Acres Elementary School	351 Marina Rd., Bay Point, CA 94565	1954	40,589	10	Elementary
Silverwood Elementary School	1649 Claycord Ave., Concord, CA, 94521	1968	40,121	9.98	Elementary
Strandwood Elementary School	416 Gladys Drive, Pleasant Hill, CA 94523	1955	40,657	11.5	Elementary
Sun Terrace Elementary School	2448 Floyd Ln., Concord, CA 94520	1962	48,925	9.56	Elementary

SITE LOCATION	SITE ADDRESS	BUILT	BLDG	ACRES	SITE TYPE
Sunrise Special Education School	1861 Silverwood Drive, Concord, CA 94519	1966	13,123	2	Elementary (Combine with Shadelands)
Valhalla Elementary School	530 Kiki Dr., Pleasant Hill, CA 94523	1966	45,172	10.424	Elementary
Valle Verde Elementary School	3275 Peachwillow Lane, Walnut Creek, CA 94598	1967	45,057	11.37	Elementary
Valley View Middle School	181 Viking Drive Pleasant Hill, California 94523	1963	68,096	12.2	Middle
Walnut Acres Elementary School	180 Cerezo Drive, Walnut Creek, CA 94598	1956	42,538	7.9	Elementary
Westwood Elementary School	1748 West St., Concord, CA 94521	1958	36,807	10	Elementary
Willow Creek Center		1970	34,723	11.39	Administrative/Support Site
Woodside Elementary School	761 San Simeon Drive, Concord, CA 94518	1964	40,009	10.33	Elementary
Wren Avenue Elementary School	3339 Wren Avenue, Concord, CA 94519	1951	38,687	10	Elementary
Ygnacio Valley Elementary School	2217 Chalomar Road, Concord, CA 94518	1951	43,483	8.8	Elementary
Ygnacio Valley High School	755 Oak Grove Rd. Concord, CA 94518	1960	172,219	40.4	High
Total Building Square Footage:			**3,439,819**	**726.064**	

EXHIBIT C
PRICING

Total Cost of the Agreement Not to Exceed, _____ dollars and zero cents ($XXXXXX).

Note: Fees and charges should be hourly rates for services, and flat rate fees are not permitted and will be rejected unless prior approval is obtained.

APPENDIX B - PRICING SHEET from Request for Bids (RFB) #1967 is attached and incorporated by reference.

Protocols:

1) **Costs**: Must correlate payment to Contractor with provision of Services detailed in ***Appendix B***. The breakdown should list separately and in detail the rates pay, charges and expenses. Indirect fees/charges, fringe benefits, administrative cost, overhead costs and reference to insurance costs are prohibited.
2) **Compensation.** The Contractor's fee set forth in this Agreement shall be full compensation for all of Contractor's Services incurred in its performance of the services set forth in **Appendix A. The fee is not to exceed amount and is not a guarantee of total payment, as payment is owed only for Services rendered**. All reimbursements for supplies, materials, travel and/or mileage shall not exceed the amount set forth in the Agreement, and shall be listed separately and are subject to approval of the District. The fee shall be paid as indicated and the rate of pay shall not be changed for the Term of the Agreement. For any rates or pricing shall remain fixed for the Term of the Agreement.
3) **Method of Payment:** Contractor shall submit invoices in a format approved by the District. Invoices must include the purchase order number, District site name, name of individual(s) performing duties, date(s) worked, hours worked. Flat rate compensation is not permitted and will be rejected unless approved by the Procurement Department. Contractor shall submit invoices to the District via the District's authorized representative referenced in Section 17 (Notices).

- **Upon receipt and approval of Contractor's invoices, the District agrees to make payments on all undisputed amounts within thirty (30) days of receipt of the invoice.**

EXHIBIT D
INSURANCE REQUIREMENTS

Without in any way limiting Service Provider's liability pursuant to the "Indemnification" section of this Agreement, Service Provider must maintain in force, during the full term of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Service Provider, his or her agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability: Written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than two million dollars ($2,000,000) per occurrence, and a four million dollar ($4,000,000) aggregate. **Mount Diablo Unified School District, its Board, officers, officials, employees, and volunteers shall be named as additional insureds with respect to liability arising out of the services performed by or on behalf of the Service Provider under this Agreement.** The policy shall contain a severability of interest provision that must apply for the additional insureds, ensuring that Service Provider'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.

Automobile Liability: With limits of no less than one million dollars ($1,000,000) per accident, combined single limit for bodily injury and property damage, including owned, non-owned and hired automobiles. If Service Provider has no owned autos the policy may be limited to cover hired and non-owned autos only. A waiver of the Automobile liability insurance requirements may be requested by Service Provider provided that Service Provider will not use any automobiles in the performance of this Agreement. The parties understand and agree that the District shall rely upon the representations that the Service Provider shall make in any such waiver.

Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than one million dollars ($1,000,000) per accident for bodily injury or disease.

Umbrella or Excess Insurance: Any Umbrella or Excess insurance shall apply on a primary and noncontributory basis for the benefit of the District, before the District's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured. Excess policies of insurance shall be as broad as, and follow the form of the underlying (primary) insurance.

If Service Provider 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 Service Provider. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Service Provider hereunder.

Sexual Molestation and Abuse Liability Insurance. Contractor shall procure and maintain, during the life of this Contract, sexual molestation and abuse insurance. Contractor shall require its Subcontractor(s), if any, to procure and maintain sexual molestation and abuse insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under the Contract, on or at the Site of the Project, are not covered under the sexual molestation and abuse insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage to cover any employee(s) not otherwise covered before any of those employee(s) commence work.

OTHER INSURANCE PROVISIONS

Primary and Noncontributory: For any claims related to this Agreement, Service Provider's insurance coverage shall be primary insurance coverage. Any insurance or self-insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute with it.

Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation): Service Provider hereby grants to the District, a waiver of any right to subrogation which any insurer of said Service Provider may acquire against the District, its Board, officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Service Provider shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its Board, officers, officials, employees, and volunteers have received a Transfer of Rights of Recovery against Others to Us endorsement from the insurer(s).

Acceptability of Insurers: Unless otherwise acceptable to the District , all insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best's rating of no less than A:VII, or approved by the Surplus Lines Association to do business in California.

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 Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Service Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Subcontractor Insurance: Should the Service Provider use any subcontractor(s) to perform services under this Agreement, Service Provider shall be responsible for ensuring that such subcontractor(s) procure and maintain insurance and limits appropriate to the nature and scope of services provided. Service Provider shall collect Certificates of Insurance evidencing coverage(s) and limits of insurance, and with the exception of Workers' Compensation and Professional Liability policies, the Service Provider 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.

Notice of Cancellation: No policy required to be maintained by Service Provider shall be canceled, nonrenewed, 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. For contracts in which the total compensation to the Service Provider is one million dollars ($1,000,000) or more, a policy endorsement is required to obligate Service Provider's insurance carrier to notify the District directly of policy cancellations.

Verification of Coverage: Prior to the commencement of services pursuant to this Agreement, Service Provider shall furnish the District with insurance certificates and amendatory endorsements for the Additional Insured and Primary and Noncontributory provisions, or copies of the applicable policy language evidencing the insurance coverage and limits required by this Agreement. The District reserves the right to require additional amendatory endorsements and complete copies of any policy(ies) required hereunder at any time. Acceptance of the Certificates of Insurance by the District does not relieve Service Provider of the insurance requirements, nor decrease the liability of Service Provider under this Agreement. It is the Service Provider'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 Holder:

Mt. Diablo Unified School District
1936 Carolotta Drive, Concord, CA 94519

Commercial General Liability	Includes: Bodily Injury, Property Damage, Personal & Advertising Injury, Product Liability and Completed Operations	$2,000,000 each occurrence; $4,000,000 general aggregate
Automobile Liability – Any Auto	Combined Single Limit	$2,000,000 per occurrence
Workers Compensation		Statutory limits pursuant to State law; $1M/$1M/$1M
Sexual Abuse / Molestation		$1,000,000 each incident; $2,000,000 policy limit
Builder's Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

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: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF SECTION

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

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 Contract and these certifications on behalf of Contractor and that by executing this Contract 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.

☐ **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.

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

(1) The Contractor's work may disturb lead-containing building materials.

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

☐ **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 disburses 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 ("**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.

☐ **Russian Sanctions Certification**

On February 21, 2022, President Biden issued Executive Order 14065 (; "**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 (; "**State Order**").

The District requires the Consultant, 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.

☐ **Conflict of Interest Certification**

The Contractor and its subcontractors shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District that the Contractor and its subcontractors have read and understand the District's Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and its subcontractors shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

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: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT