



FRESNO UNIFIED SCHOOL DISTRICT

**REQUEST FOR PROPOSAL
RFP No. 21-36**

Pest Control Services

**Fresno Unified School District
Purchasing Services
4498 N. Brawley
Fresno, California, 93722
559-457-3588**

**FRESNO UNIFIED SCHOOL DISTRICT
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REGISTRATION FORM

(Pre-proposal meeting & Addendums)

FAX OR EMAIL BACK THIS SHEET ONLY

RFP No. 21-36 – Pest Control Services

Attn: Marisa Thibodeaux
Email: Marisa.thibodeaux@fresnounified.org

Fax: (559) 457-6040

Fresno Unified School District Bids and Proposals are available online. If you downloaded a Bid or Proposal, you are required to email or fax the following information so that you may be added to the Bidders List to receive addendums to this proposal.

In order to participate in the pre-proposal conference virtually or by conference call, fax or email this completed form prior to 24-hours of the scheduled meeting to RSVP so information may be provided to you.

Check box if you desire call in information for conference call

Name _____

Title _____

Organization _____

Street Address _____

Address (cont.) _____

City _____

State/Province _____

Zip/Postal Code _____

Work Phone _____

Fax _____

E-mail _____

FRESNO UNIFIED SCHOOL DISTRICT

RFP No. 21-36 Pest Control Services

NOTICE OF INVITATION

Notice is hereby given that Fresno Unified School District (DISTRICT) will receive sealed proposals for RFP No. 21-36, Pest Control Services to provide a comprehensive Integrated Pest Management (IPM) program for DISTRICT schools and facilities. This solicitation will result in a three-year contract term with the option to extend for two additional one-year periods.

A MANDATORY Pre-proposal conference is scheduled for Wednesday, March 3, 2021 at 2:00 PM . via SKYPE by RSVP to Marisa.thibodeaux@fresnounified.org. Vendors/Firms interested in responding to this RFP must attend in order to have their proposal accepted as responsive.

Proposals will be received prior to **2:01 P.M.** on **Tuesday, March 16, 2021** , in the District Purchasing Office of the Fresno Unified School District, 4498 N. Brawley Ave., Fresno, CA 93722. Respondents shall submit one unbound original signed RFP and a USB flash drive loaded with a copy of the proposal in a sealed envelope prominently marked with the RFP number, RFP title, RFP opening time, date and name of Firm. Proposals received later than the designated time and date will not be accepted. Facsimile (FAX) or e-mailed copies of submittals will not be accepted. Proposals will not be read out loud since award is based on “best value” criteria.

Each proposal shall be accompanied by bid security in an amount of ten-thousand dollars (**\$10,000**) in the form of a cashier’s check made payable to Fresno Unified School District, a certified check made payable to Fresno Unified School District, or a bidder’s bond executed by an admitted surety insurer made payable to the Fresno Unified School District.

Award will be to the most responsible, responsive proposal based on the evaluation criteria outlined in the RFP document.

Fresno Unified School District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality or irregularity in the bidding process.

Copies of the bid documents may be downloaded from the Fresno Unified Purchasing website <https://www.fresnounified.org/dept/purchasing/Pages/Bid-Information.aspx> under Bid Opportunities, click on the RFP title, or obtained from the Fresno Unified School District Purchasing Department 4498 N. Brawley, Fresno, CA, 93722. Refer any questions to Marisa Thibodeaux at (559) 457-3584.

Published dates: February 19, 2021
February 26, 2021

I. RFP INSTRUCTIONS

1. **RFP Submittal.** proposer's RFP submittal shall include the information/documentation addressing each of the minimum requirements outlined in Section VII, EVALUATION CRITERIA. Proposals will be evaluated on **100-possible points** based on **Cost, Services, Contractor proposed IPM Program, Time is of the essence, Ability to perform desired services in a timely manner (locality, response time). Contractor ability to respond to 24-hour emergency calls, Experience. History of servicing Government contracts. Staff experience and training using the IPM Program, Prior experience utilizing the IPM Program with accounts of similar environments, Invoicing, Quality Assurance Model (Accounting practices and samples, Service/Parts Warrantees/Guarantees). Computerized record management.** When submitting the proposal, a letter from your surety company must state that your company is bondable and able to submit the bond upon the award of the contract.

2. **Pre-Proposal Conference.** If required by listing in the Notice of Invitation, interested Vendors/Firms must attend the **MANDATORY** Pre-proposal conference. Vendors/Firms interested in responding to this RFP must attend in order to have their proposal accepted as responsive.

In order to have questions addressed at the Pre-Proposal Conference, Vendors/Firms must submit questions in writing prior to 48-hours of conference. Questions may be e-mailed to Marisa.thibodeaux@fresnounified.org.

Information Request(s). All questions regarding this RFP are to be addressed to via email only to Marisa.thibodeaux@fresnounified.org. Questions must be submitted by 5:00 P.M. on March 5, 2020, to allow sufficient time for release of any final addendum prior to the bid closing date and time. The DISTRICT will distribute to all Vendors/Firms the questions and answers by addendum as deemed appropriate.

In order to control information disseminated and protect the integrity of the bid process of this RFP, Vendors/Firms interested in submitting responses are directed not to make personal contact with members of the governing Board, DISTRICT Administration, or staff.

3. **Proposals.** Proposal submittals must be received prior to the date and time identified in the Notice of Invitation. Facsimile (FAX) copies or email copies of the RFP will not be accepted. Respondents shall submit one unbound original signed RFP and a USB flash drive loaded with a copy of the proposal in a sealed envelope prominently marked with the RFP number, RFP title, RFP opening time, date and name of Firm, and submitted to:

FRESNO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
4498 N. BRAWLEY AVENUE
FRESNO, CALIFORNIA 93722

The DISTRICT reserves the right to request information for clarification of the information submitted and request additional information from any firm in determining the most responsive, responsible proposal that best meets the DISTRICT's desired services or products.

The DISTRICT reserves the right to conduct discussions with any or all Vendors/Firms, but may, at its sole discretion, elect to conduct interviews with highest ranking firm(s).

4. **Accept or Reject Proposal.** The DISTRICT reserves the right to accept or reject any or all proposals or to negotiate with any or all responsible parties submitting a response to this RFP, and to waive any informality in the RFP process. The cost for developing responses to this RFP are entirely the responsibility of the firm and shall not be chargeable to DISTRICT.

5. **Name and Nature of Proposer’s legal Entity.** The proposer(s) shall specify in the proposal and in the bond, if bond is required, the legal name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.

6. **Tentative Timeline.**

<u>RFP Schedule of Events</u>	<u>Dates</u>
RFP release date	2/19/2021
Questions due for Pre-Proposal conference	2/28/2021
MANDATORY Pre-Proposal conference	3/3/2021 at 2:00 PM
Deadline to receive final questions	3/5/2020
Proposal due date	3/16/2021, before 2:01 pm
Evaluation of Proposals	3/22/2021 – 3/26/2021
Interviews (by invitation only) week of	3/29/2021
Anticipated Board Award Date	May 19, 2021

7. **Bid Bond/Security.** Proposals shall be accompanied by bid security in an amount of ten-thousand dollars (\$10,000) in the form of a cashier’s check made payable Fresno Unified School District, a certified check made payable to Fresno Unified School District, or a bidder’s bond executed by an admitted surety insurer made payable to Fresno Unified School District. The bid security shall be given as a guarantee that the bidder will execute the contract, if it is awarded to him, in conformity with the Contract Documents. The security shall be forfeited to the DISTRICT should the Proposer to whom the Contract is awarded fail to execute an agreement. Failure of any RFP Response to be accompanied by Bid Security in the form and in the amount required shall render such RFP Response to be non-responsive and rejected by the DISTRICT.

8. **Site Visit.** Each Proposer may visit the site(s) of the proposed work to become fully acquainted with the conditions relating to the service required for all facilities, difficulties and restrictions pertaining to the execution of the work under the contract. The failure of any Firm to examine any site(s) shall not relieve the Firm from any obligations with respect to the proposal or contract. Firm must check in with the front office before site inspection.

9. **Withdraw of Proposals.** Proposals may be withdrawn by the respondents prior to the time fixed for the opening of the proposals but may not be withdrawn for a period of ninety (90) days after the opening of proposals. A successful Firm shall not be relieved of the proposal submitted without the DISTRICT’s consent or Firm’s recourse to public Contract Code Sections 5100 et. seq.

10. **Exceptions.** All exceptions which are taken in response to this RFP must be stated clearly. The failure to identify exceptions/deviations will constitute an acceptance by the Firm of the RFP as proposed by the DISTRICT. The DISTRICT reserves the right to reject an RFP containing any deviations, including but not limited to exceptions, additions, qualifiers, or conditions. The taking of RFP exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the proposal. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any RFP exceptions or additional conditions requested after RFP closure, which are not detailed within the RFP response, may result in disqualification of the proposal. No oral or telegraphic modification of any proposal submitted will be considered and a confirmation of the telegram duly signed by the Firm was placed in the mail prior to the opening of the RFPs.

11. **Report Fraud, Waste, or Abuse.** Call the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste, or abuse reporting form online at <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud, waste, or abuse reporting hotline is available to report alleged fraud, waste, or abuse in the DISTRICT. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

12. **Prohibited Interests/Conflict of Interest.** BIDDER is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the Project. Pursuant to Government Code section 1090, no DISTRICT officers or employees shall be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall DISTRICT officers or employees be purchasers at any sale or Vendors/Firms at any purchase made by them in their official capacity. No official or employee of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become, directly or indirectly, financially interested in the Project or in any part thereof. An officer shall not be deemed to be interested in a contract entered into by the Board if the officer has only a "remote interest" in the contract (as "remote interest" is defined in Government Code section 1091(b)) and if the fact of that interest is disclosed to the Board and noted in its official records, and thereafter the Board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the officer's vote with the remote interest per Government Code 1091.

13. **Anti-discrimination.** Fresno Unified School DISTRICT prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the DISTRICT's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

14. **Public Records Act.** The RFP may be regarded as public records and subject to public records request in accordance to Government Code 6252 , with the exception of those elements in each proposal which are defined by the Respondent as business or trade secrets and plainly marked as

“Confidential,” “Trade Secret,” or “Proprietary.” The DISTRICT shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary,” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the DISTRICT may not be in a position to establish that the information that a Respondent submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary”, the DISTRICT will provide the Respondent who submitted the information with reasonable notice to allow the Respondent to seek protection from disclosure by a court of competent jurisdiction. All information, written, oral, electronic or otherwise prepared or furnished to the DISTRICT by Respondent shall become the property of the DISTRICT and may be used as it deems appropriate.

15. **Restriction on Disclosure and use of Data.** Any portion of the RFP that the Firm considers confidential or proprietary information, or to contain trade secrets of Firm, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the DISTRICT with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to release of any information requested under the Public Information Act.

II. GENERAL TERMS AND CONDITIONS

PROPOSALS. To receive consideration, proposals shall be developed in accordance with the following terms:

1. **THE PROPOSAL** – If applicable by inclusion of a proposal form, all items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.
2. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being solicited by proposal. Responsive; a bid which meets all of the specifications set forth in the request for proposal.
3. **ACCEPTANCE OR REJECTION OF PROPOSALS** – The DISTRICT may purchase an individual item or combination of items, whichever is in the best interest of the DISTRICT, provided also that bidder(s) may specify that the DISTRICT’s acceptance of one item shall be contingent upon the DISTRICT’s acceptance of one or more additional items submitted in the same proposal. Proposals shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.
4. **EXECUTION OF CONTRACT** – Issuance of a Purchase Order(s) shall evidence the contractual agreement between the bidder(s) and the DISTRICT and the bidder’s acceptance of these Bid Instructions and Conditions.
5. **DEFAULT BY CONTRACTOR** – The DISTRICT shall hold the proposer(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful proposers(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the DISTRICT may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the proposer. The prices paid by the DISTRICT at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the DISTRICT from the proposer or deducted from any funds due the proposer.
6. **COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE INSURANCE** – The successful proposer(s) shall maintain insurance adequate to protect him from claims under Workers’ Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder’s operations under the contract. The proposer shall secure and maintain in force during the term of this agreement a **comprehensive general liability and automobile policy** utilizing an occurrence policy form, with combined single limits of One Million Dollars (\$1,000,000.00 or (\$1,000,000.00) per person, (\$1,000,000.00) per accident with no annual aggregate limit. Property damage limits shall be \$500,000 per loss. **FRESNO UNIFIED SCHOOL DISTRICT, AND ITS EMPLOYEES AND AGENTS shall be named as an additional insured on the policies**

by separate endorsement that shall be attached to the contract as proof of insurance. Insurance Accord shall state “*All operations resulting from informally or formally quoted projects*”. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

7. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful proposer(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the Accounting Department of the DISTRICT, 2309 Tulare Street, Fresno, California, 93721. Invoices shall be submitted under the same firm name as shown on the bid. The successful Firm(s) shall list separately any taxes PAYABLE BY THE DISTRICT and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The DISTRICT shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized DISTRICT Representative.

8. **MISCELLANEOUS PROVISIONS:**

a) **Assignment of Contracts** – The successful Firm shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the DISTRICT.

b) **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and DISTRICT and their respective successors and assigns.

c) **Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

d) **Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

e) **Entire Agreement** – This proposal and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Proposer, by the execution of his/her signature on the Proposal Signature Page Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions stated in the RFP.

f) **Non-Exclusive Contract**. Any resultant contract will be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the right to obtain like goods or services from another source when necessary.

g) **Hold Harmless Clause** – The successful proposer agrees to indemnify, defend and save harmless Fresno Unified School DISTRICT, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the DISTRICT, it’s officers, agents, and employees may

sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the DISTRICT.

h) **Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.

i) **Governing Law and Venue** – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state of federal court located in Fresno County.

j) **Permits and Licenses** – The successful proposer(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

k) **Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the RFP that he/she is an independent contractor and not an officer, employee or agent of the DISTRICT.

l) **Termination without Cause** – This Agreement may be terminated by the DISTRICT upon giving sixty (60) calendar days advance written notice of an intention to terminate.

m) **Student Safety (Fingerprinting)** – Requirements for Contact with Students: Vendor shall comply with Education Code section 45125.2 and this Article. DISTRICT Processing to Department of Justice: If Vendor is required to receive verification for an employee, agent or subcontractor from the Department of Justice pursuant to this Article or the Education Code, Vendor will have individual(s) processing submitted through the DISTRICT to the Department of Justice using the DISTRICT's fingerprinting hardware and materials. The DISTRICT will charge for such assistance at its standard rates charged to its own employees. Department of Justice clearance processed through any other agency will not be accepted by the DISTRICT.

III. SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT.** The successful proposer shall be awarded a contract for a period of three years with the option to extend for two additional one-year periods. The initial term of this contract will be July 1, 2020 through June 30, 2023.

Fresno Unified School District and successful Proposer may elect to mutually agree to renew for an additional one-year period up to two additional periods effective each contract anniversary date. Notification of renewals will be provided in writing by the DISTRICT. In the event successful Proposer elects to not renew the Contract, a ninety (90) calendar day notice must be provided to the Executive Director of Purchasing to allow sufficient time to re-bid services.

2. **PRICING CONDITIONS.** For the first two (2) calendar years of the Contract, pricing will be fixed at the proposal pricing. Sixty (60) calendar days prior to the expiration of the fixed pricing term, the Firm may submit proposed pricing revisions for the following year, which will be subject to negotiation by Fresno Unified School DISTRICT at the DISTRICT's discretion. The Firm must provide adequate documentation to substantiate any request for price increase.

3. **MINIMUM WAGE CONDITION.** In the event the Contractor is required by the Federal Government to increase the minimum wage, then the minimum wage and salary rates paid to the Contractor employees shall be subject to negotiation between the Contractor and the DISTRICT. Any wage rate increase will only apply to those security employees that are currently at the minimum wage rate.

4. **EXECUTION OF CONTRACT.** A Board approved notification will be issued upon Fresno USD Board award. Purchase Order(s) issued against the RFP shall be proof of the District acceptance to Vendor's/Firm's offer to provide services to the District per the pricing, and subject to the terms and conditions of the RFP. Only services listed in submitted fee schedules may be billed against Purchase orders issued for this RFP.

5. **SERVICE ORDERS.** The Purchasing Department will issue Blanket Purchase orders on an as needed basis for services to prequalified Vendors/Firms as requested. If discrepancy exists between the District issued Purchase Order(s) and the quotation/invoice, the order of precedence that shall govern all service work, responsibility, and compensation shall be: (1) terms, conditions, & pricing of the RFP; (2) Purchase Order(s); then (3) the quotation/invoice. The District will not be responsible for any services that exceed the amount of Purchase Order issued against this RFP without prior approval from the Purchasing Department.

7. **PAYMENT:** The Firm must invoice Fresno Unified School District, Contract Administrator, in order to initiate the payment process. All invoices shall indicate (a) the Bid No. and (b) the purchase order number.

Section A

Fresno Unified School District
Environmental Services
4600 N. Brawley
Fresno, CA 93722
Phone Number: (559) 457-3043

Section B

Fresno Unified School District
Nutrition Center
4480 N Brawley Ave
Fresno, CA 93722
Phone Number: (559)457-6278

The DISTRICT will not approve for payment any fee which is not documented on the Firm's monthly statement and there is no support documentation on file with the DISTRICT.

The Vendor/Firm is responsible for all employees' wages, social security, Federal and State withholding taxes, and any other required personnel expenses including, but not limited to worker's compensation insurance.

8. **PERFORMANCE BOND.** Throughout the life of this Contract, the Firm shall pay for and maintain in full force and effect a Faithful Performance Bond in the amount of one-hundred percent (100%) of the total maximum annual charge for Pest Control Services.

9. **CHANGES TO CONTRACT.** The DISTRICT reserves the right to add or delete service and/or sites during the term of the contract. The submitted prices in this RFP will be used to adjust compensation during the contract period.

10. **ALTERNATE PROVIDER OPTION.** It is the intent of the DISTRICT to fully utilize the selected Firm for services listed herein, however the DISTRICT reserves the right to engage services elsewhere to perform specific services due to negligence in performance at any given site or if Firm is unable to provide requested staff. Written notice will be provided to the Firm in an event, which would require exercising this article.

IV. INTRODUCTION

A. Desired Services

Fresno Unified School District (District) is a K-12 public school system, including an Adult Education program. There are approximately 100 different school sites plus an additional 30 administrative support facilities. It is the third/fourth largest school district in California, with a student population of approximately 74,000 average daily attendance, and approximately 10,000 employees, located in Fresno, CA.

This RFP is for a comprehensive Integrated Pest Management (IPM) program for an environment consisting of over 100 School Sites and various District Facilities as listed on APPENDIX 1. IPM is a process and planned program for effective, long-term pest suppression, that reduces dependence on pesticide use. In the process, surveillance or monitoring and the interpretation of data provide estimates of the pest population in a given area.

Monitoring provides the basis for reliable decisions on when intervention measures are needed, the type of control measure to select, and the method of application. Pest management practices in an IPM program give priority to non-pesticidal control methods which include structural and procedural modifications which establish physical barriers to pests, and reduce the food, water, and harborage available to them. Pesticides are used as a last resort with priority to low toxicity pesticides and application methods which minimize exposure to humans and non-target species. Any herbicide with the active ingredient of glyphosate such as Roundup will also not be allowed for weed control.

The Vendor shall furnish the necessary labor, materials, and equipment to implement the surveillance, trapping, and pesticide application aspects of the IPM program. Included in this would be any man lift rental equipment cost and delivery/operation of equipment which would be the vendor responsibility. Also, the Vendor shall provide detailed, site-specific inspections and recommendations for structural and procedural modifications to achieve pest suppression.

The pesticides used by the Vendor must be registered by the Environmental Protection Agency and the applicable State or local jurisdictions. Transportation, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and local laws and regulations. All pesticides used must be approved by the District and the Vendor and shall minimize the use of pesticides whenever possible.

B. Scope of Work

The intent of this Request for Proposal (RFP) is to outline the minimum requirements for pest control services for Fresno Unified School District. A list of sites to be serviced under this contract is included on APPENDIX 1. The successful Pest Control service shall be an IPM program which meets all state and local codes and regulations. The District makes no guarantee of annual spend with this RFP.

The RFP will establish a Pest Control Vendors/Firms for a 3-year term with two 1-year renewal options. Pricing will be fixed for the first 24-months with an option to increase/decrease pricing

annually. Written requests for price adjustments must be received in Fresno Unified Purchasing Department prior to 60-calendar days of Board award anniversary date (July 1, 2021). Requests for price adjustments must be supported by justification. The District reserves the right to accept or reject price adjustments and remove a Firm from prequalified status for any reason that are in the best interest of the District. Price adjustments must be approved by the Executive Director of Purchasing.

In fulfilling its duties under the contract, the vendor and all its personnel will be required to comply with all laws, policies, rules and regulations promulgated by all governmental authorities having jurisdiction over vendor and its personnel, including but not limited to the Department of Consumer Affairs of the State of California. It will be vendors obligation to determine which laws, policies, rules and regulations apply to its conduct, and any failure to comply will be considered a material breach of the contract and grounds for its termination at the District's option.

C. Service Requirements

The requirements of the District for pest control services must meet codes and regulations and qualifications below.

1. Pest Control Codes and Regulations
 - a. Must meet NSF STANDARD 61.
 - b. Must comply with Education Code, sections 17608-17613
 - c. Must comply with Food and Agriculture Code, sections 13180-13188
 - d. Must comply with the Healthy Schools Act of 2000 (AB 2260)
2. Minimum Vendor Qualifications
 - a. Must have current Pest Management/insecticide License.
 - b. Must have current County Pest Management License
 - c. Must be IPM Certified with at least 5 years IPM experience.
 - d. Vendor must assign an individual and alternate to service District Account.
Any addition or replacement of personnel must be approved by the District Contract Administrator.
 - e. Vendor must have 24-hour emergency on-call service with a 1-hour emergency response time to the site.
 - f. Vendor must have experience utilizing an IPM program for pest control services for at least 5 years with a minimum of 2 clients of similar industry environment.

D. RFP Submittal

Vendor's RFP proposal shall include the following information/documentation, indexed in the order below.

1. The Vendor shall provide evidence that the proposed personnel have sufficient expertise in IPM principles and practices, entomology, and pest control to carry out these responsibilities effectively. Please provide information for employees assigned to this account.

2. Describe Vendor's monitoring and inspection approach to meet a qualified IPM program; include proposed frequency of site service visits.
3. The Vendor shall provide a sample of the pest management record format for the data sheets and an explanation of all information to be recorded on them; include sample forms with your proposal.
4. Describe how emergency and special service requests will be met (e.g.,the use of radio-dispatched service, the names of office personnel handling the account for contact, availability of trucks and personnel, etc.)
5. The proposal must provide a minimum of three references for accounts of similar industry environment performed within the past five (5) years. References must include a contact name, phone number, company, contract dates, and description of the services performed.
6. Vendor shall address process for maintaining computerized records and providing reports as requested. Our desire is to be able to request reports by site, by pesticide or a district wide summary report; provide sample reports.
7. Provide a list with pricing of any additional related services available from the Vendor (e.g. subterranean and structural management of termites and other wood- boring insects, and bird control,etc.) The District requires gopher and ground squirrel control and prevention. A dedicated 40 hour per week employee will be needed to control ground squirrels and gophers, as is provided in our current contract. In addition, bird control (more specifically but not limited to Pigeons) and prevention will be required on an as needed basis.
8. Describe Vendors site structural monitoring & reporting process as part of the IPM program.
9. Specify types of pests included and excluded in your IPM program.

V. RFP SUBMITTAL FORMAT

1. Proposer's RFP submittal shall include the information/documentation addressing each of the minimum requirements outlined in Section VII, EVALUATION CRITERIA.
 - a) Submittal shall not exceed 3 pages per each of the Section numbered 1 through 9 listed above.
 - b) Proposal shall be indexed in order of this section. Proposer shall submit one (1) **unbound** original, and a USB flash drive loaded with a copy of the proposal.
2. All proposals shall include the forms listed on the SUBMITTAL CHECK LIST. Failure to submit the documents/forms may render the proposal non-responsive.

VI. EVALUATION AND AWARD

The method used for evaluating and awarding this RFP will involve a two (2) step process:

Step 1: The committee will evaluate submitted proposals based on **100-possible points**. The proposal that is deemed to be responsive, compliant, and capable of meeting the DISTRICT’s needs, and scores the highest points based on the evaluation criteria stated in the proposal, will be approved to move forward to step two.

- a. The DISTRICT reserves the right to conduct interviews of proposers with the highest scores. No firm will be by-passed for a firm with a lower score. If necessary, the interviews will be held between March 29, 2021 and March 31, 2021.
- b. If interviews are held, the Committee will select by consensus the most responsible, responsive Proposer that best meets the needs of the DISTRICT.

Step 2: If necessary, negotiations will begin with the highest ranked Proposer. If a mutually acceptable agreement cannot be reached, negotiations with that Proposer will be formally closed and negotiations will be opened with the next most responsible, responsive Proposer, and so on until an agreement can be reached.

VII. EVALUATION CRITERIA

Evaluation Criteria	Maximum Points
Cost (<i>Vendor with lowest price will receive 100% of points, the second lowest will receive 80% of points, third 60% of points, and so on</i>)	30
Services. Contractor proposed IPM Program	20
Time is of the essence. Ability to perform desired services in a timely manner (<i>locality, response time</i>). Contractor ability to respond to 24 hour emergency calls.	10
Experience. History of servicing Government contracts. Staff experience and training using the IPM Program	15
History. Prior experience utilizing the IPM Program with accounts of similar environments	15
Invoicing, Quality Assurance Model (<i>Accounting practices and samples, Service/Parts Warrantees/Guarantees</i>). Computerized record management	10
Total	100 points

SUBMITTAL CHECK LIST

The listed documents below are required to be provided as part of your submittal.

APPENDIX 2- General Forms

- Bid Bond
- Performance Bond
- Proposal Signature Page
- Prime Point of Contact
- Non-Collusion Declaration
- Piggyback Clause
- No Prohibited Interest/Conflicts of Interest Declaration
- Debarment, Suspension, and Other Responsibility Matters
- Request for References
- Student Safety Declaration
- Workers Compensation
- Certification Regarding Lobbying
 - Disclosure of Lobbying Activities
 - Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

APPENDIX 3 – Proposal Forms

- Pricing Schedule
- Proposed Pest Control Service IPM Program not to exceed 36-pages (9-Sections/3-page maximum per section) in accordance with Section D, RFP SUBMITTAL
- A letter from your insurance company showing you are bonded.

APPENDIX 1

ELEMENTARY SCHOOLS	ADDRESS	ZIP CODE	CROSS STREETS
Addams	2117 W McKinley	93728	McKinley & Hughes
Addicott	4784 E Dayton	93726	E. of Sierra Vista, BT Dakota & Shields
Anthony	1542 E Webster	93728	S. of Olive, W of Blackstone
Ayer	5272 E Lowe	93727	N of Butler E of Peach
Aynesworth	4765 E Burns	93725	Church & Chestnut
Balderas	4625 E Florence	93725	Maple & Florence
Baird	5500 N Maroa	93704	Maroa N Barstow
Bakman	580 N Helm	93727	Belmont & Helm
Bethune	1616 S Fruit	93706	California & Keatney on Fruit
Birney	3034 E Cornell	93703	Cornell & First
Bullard Talent	4950 N Harrison	93704	BT/Gettysburg & Shaw off Palm
Burroughs	166 N Sierra Vista	93702	Tulare off Chestnut
Calwa	4303 E Jensen	93725	South Cedar & Jensen
Centennial	3830 E Saginaw	93726	Off Dakota E of Millbrook
Columbia	1025 S Trinity	93706	Trinity off kearney Bldg
Dailey	3135 N Harrison	93705	Shields BT/Fruit & Palm
Del Mar	4122 N el Mar	93704	Ashlan off Blackstone
Easterby	5211 E Tulare	93727	East Tulare & South Peach
Eaton	1451 E Sierra	93710	Sierra & Millbrook
Ericson	4774 E Yale	93703	BT/Clinton & McKinley off Chestnut
Ewing	4873 E Olive	93727	On Olive BT/Chestnut & N Willow
Figarden	6235 N Brawley	93722	Sierra & Bullard
Forkner	7120 N Valentine	93711	Herndon & Valentine
Fremont	1005 W Weldon	93705	Teilman, BT/Mckinley & Clinton
Gibson	1266 W Barstow	93711	Barstow BT/Fruit & Palm
Ginsburg	76 E Ashlan	93704	Between Fruit & Paln
Greenburg	5081 Lane	93727	BT/Willow & Peach/Kings Canyon & Butler
Heaton	1533 N San Pablo	93728	On San Pablo off McKinley
Herrera	5090 E Church	93725	Willow and Church
Hidalgo	3550 E Thomas	93702	On thomas & Millbrook
Holland	4676 N Fresno St	93726	N Fresno St & Gettysburg
Homan	1602 W Harvard	93705	BT/Clinton & Shields - West & Shields

Jackson	3733 E Kerckhoff	93702	Off Tulare BT/First & Cedar
Jefferson	202 N Mariposa	93701	Divisadero at Tulare
King	2001 E Florence	93706	On Florence off M.L.King Blvd
Kirk	2000 E Belgravia	93706	Church BT/Elm & Cherry
Kratt	650 W Sierra	93704	BT/Palm & Blackstone on Sierra
Lane	4730 E Lowe	93702	Butler BT/Maple & Chestnut
Lawless	5255 N Reese	93722	W Shaw/Brawley/L San Jose/R Corona
Leavenworth	4420 E Thomas	93702	BT/Maple & Cedar N of Belmont
Lincoln	1100 Mono St	93706	Ventura BT/A" & C" Streets
Lowell	171 N Poplar	93701	BT/McKenzie & Divisadero off San Pablo
Malloch	2251 W Morris	93711	BT/Barstow & Bullard off Forkner
Manchester	2307 W Dakota	93726	E Dakota & N Fresno
Mayfair	3305 E Home	93703	Off McKinley BT/Fruit & Fourth St
McCardle	577 E Sierra	93710	Sierra & Angus
Muir	410 E Dennett	93728	BT/Belmont & Olive off Palm
Norseman	4636 E Weldon	93703	BT/McKinley & Clinton/Maple & Chestnut
Olmos	550 S Garden	93727	Kings Canyon & Chestnut
Phoenix	3335 N Arthur	93705	BT/Fruit & Palm
Powers	110 E Swift	93704	Ashlan & Palm
Pyle	4140 N Augusta	93726	Ashlan BT/Fresno & First
Robinson	555 E Browning	93710	BT/Barstow & Bullard off Fresno
Roeding	1225 W Dakota	93705	Dakota & West
Rowell	3460 E McKenzie	93702	BT/Fourth & Sixth off McKenzie
Slater	4472 N Emerson	93705	Off Marks BT/Shaw & Ashlan
Starr	1780 W Sierra	93711	Sierra & West
Storey	5250 E church	93725	Peach & Church
Sunset	1755 S Crystal	93706	BT/California & Kearney
Thomas	4444 N Millbrook	93726	Gettysburg & Millbrook
Turner	5218 E Clay	93727	BT/Olive & Belmont off Peach
Viking	4251 N Winery	93727	Winery at Ashlan
Vang Pao	4100 E. Heaton Ave	93702	Willow & Church
Vinland	4666 N Maple	93726	Gettysburg & Maple
Webster	930 N Augusta	93701	BT/Olive & Belmont off Peach
Williams	525 W Saginaw	93705	Fruit & Dakota
Wilson	2131 W Ashlan`	93705	Ashlan & Hughes
Winchell	3722 E Lowe	93702	Butler & Orange
Wishon	3857 E Harvard	93703	BT/Cedar & First, Clinton & Shields
Wolters	5174 N First	93710	BT/Shaw & Barstow

Yokomi	2323 E McKenzie	93701	Fresno & Mckenzie
MIDDLE SCHOOLS	ADDRESS	ZIP CODES	CROSS STREETS
Ahwahnee	1127 E Escalon	93710	Off First BT/Sierra & Bullard
Computech	555 E Belgravia	93706	Church & Fairview
Cooper	2277 W Bellaire	93705	Off Hughes BT/Dakota & Ashlan
Fort Miller	1302 W Dakota	93704	BT/Blackstone & Maroa
Gaston	1100 E. Church	93706	Church & M.L. King Blvd
Hamilton	102 E Clinton	93704	Clinton & Palm
Kings Canyon	5117 E Tulare	93727	BT/Helm & Peach
Scandinavian	3232 N Sierra Vista	93726	Off Shields BT/Maple & Chestnut
Sequoia	4050 E Hamilton	93702	S of Butler BT Cedar & Tenth
Phoenix Secondary	5090 E Church	93725	N of Jensen BT/Peach & Willow
Tehipite	630 N Augusta	93701	Off Belmont BT/Fresno & First
Tenaya	1230 W mesa	93711	Off Bullard BT/ Palm & Fruit
Terronez	2300 S Willow	93725	N of Jensen
Tioga	3232 E Fairmont	93726	Off First BT/Gettysburg & Shaw
Wawona	4524 N Thorne	93705	BT/Palm & Fruit/Ashlan & Gettysburg
Yosemite	1292 N Ninth	93703	BT/Olive & Floradora
HIGH SCHOOLS	ADDRESS	ZIP CODES	CROSS STREETS
Bullard	5445 N Palm	93704	BT/Barstow & Bullard
Cambridge	1001 S Chestnut	93702	Chestnut & Kings Canyon
Dewolf	2445 W. Dakota	93705	BT Marks & Hughes on Dakota
Duncan Polytechnical	4330 E Garland	93726	BT/Cedar & Barton/Shields & Dakota
Edison	540 E California	93706	BT/Fairview & Walnut
Fresno High	1839 N Echo	93704	McKinley & Palm
Hoover	5550 N First	93710	BT/Barstow & Bullard
J.E. Young Academic	822 N Abby	93701	Belmont & Abby
J.E. Young Academic	825 N Abby	93701	Belmont & Abby
McLane	2727 N Cedar	93703	BT/Clinton & Shields
Patino School of Entrepreneurship	2000 E Cambridge	93703	Cambridge & Clark St.
RATA	1373 W Mesa	93711	Near Fruit BT/Bullard & Sierra
Roosevelt	4259 E Tulare	93702	BT/Cedar & Barton
Sunnyside	1019 S Peach	93727	BT/Kings Canyon & Butler
OTHER SITES	ADDRESS	ZIP CODES	CROSS STREETS
Cesar Chavez Adult Education	2500 Stanislaus	93721	Off Abby/BT/Tuolumne & Stanislaus

Center for professional Development	1833 "E" Street	93706	E of Hwy 99 N of Stanislaus
Early Learning Center	1015 N. Fresno st	93706	Fresno & A. Street
Education Center	2309 Tulare	93721	BT/Fresno & Tulare on "M" Street
Education Center Annex	2348 Maripoda	93721	N of Ed Center on "N" & Mariposa
Fulton School	3058 N Millbrook Ave	93703	Sheilds and Millbrook
IMC	3132 E Fairmont	93726	BT Shaw and Gettysburg on 1st. Street
Maintenance & Facilities	4600 N Brawley	93722	S of Shaw
PAR (Peer Assistance & Review)	4120 N First	93726	S of First off Ashlan
Parent University	850 N Blackstone	93701	Blackstone & Abby
Prevention Intervention	1350 "M" Street	93721	M & Tuolumne
Special Education	1301 "M" Street	93721	M & Merced
Ventura and 10 th			Ventura and 10 th
Warehouse & Transportation	4498 N. Brawley	93722	S of Shaw
<u>SECTION B</u>			
NUTRITION CENTER	ADDRESS	ZIP CODES	CROSS STREETS
Nutrition Center	4480 N Brawley	93722	S of Shaw

Bond No. _____

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned _____
_____ as Principal, and _____ as Surety, are
hereby held and firmly bound unto the Fresno Unified School DISTRICT, hereinafter called the
“DISTRICT” in the sum of **Ten Thousand Dollars (\$10,000)** for payment of which sum, well and
truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to DISTRICT
a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the
_____ in
strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative,
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement attached hereto and shall execute and deliver the required insurance certificates, Performance Bond and Payment Bond in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the Contract created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of the obligation as herein stated.

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

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all litigation expenses incurred by the DISTRICT in such suit, including reasonable attorney fees to be fixed by the court.

WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this ____ day of _____. The name and corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Principal Seal)

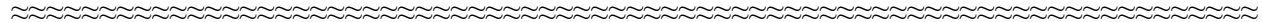
PRINCIPAL

By: _____

Title: _____

Address

Telephone No. / FAX No.



(Surety Seal)

SURETY

By: _____

Title: _____

Agent's Address

Telephone No. / FAX No.

Surety's Address

Surety's (Claim) Telephone No. / FAX No.

Bond No. _____

PERFORMANCE BOND

BE ADVISED THAT:

The **Fresno Unified School DISTRICT** of Fresno County, California (“DISTRICT”) has awarded to _____ as Principal (“Principal”) the Contract for the work described as follows:

The Principal is required to furnish a bond in connection with the Contract guaranteeing faithful performance;

We, the undersigned Contractor, as Principal, and Surety, are held and firmly bound to the DISTRICT in the sum of _____ dollars (\$_____) (this amount being not less than one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the Contract awarded by the DISTRICT to the Contractor/Principal), lawful money of the United State of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the Contract, the DISTRICT having performed the DISTRICT’s obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term “balance of the Contract price,” as used in this paragraph, shall mean the total amount payable to Contractor/Principal by the DISTRICT under the Contract and any modifications thereto, less the amount previously, properly paid by the DISTRICT to the Contractor/Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the principal.

Surety shall not utilize Contractor/Principal in completing the Contract no shall Surety accept a bid from Contractor/Principal for completion of the Project if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT’s objection to Contractor’s/Principal’s further participation in the completion of the Project. No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted when the applicable statute of limitations period as provided by the laws of the State of California.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Contract or of the work to be performed thereunder.

Contractor/Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT/s reasonable attorney fees incurred, with or without suit, in addition to the above amount.

AS WITNESSES, we have affixed our signatures and seals this ____ day of _____.

(Principal Seal)

PRINCIPAL

By: _____

Title: _____

Address

Telephone No. / FAX No.



(Surety Seal)

SURETY

By: _____

Title: _____

Agent's Address

Telephone No. / FAX No.

Surety's Address

Surety's (Claim) Telephone No. / FAX No.

PROPOSAL SIGNATURE PAGE FORM

The undersigned, having carefully examined the RFP and all addenda, proposes and agrees to be bound by all terms and conditions of the complete Contract Documents. I have thoroughly reviewed the Pricing Sheet for RFP No. 21-36, Pest Control Services submitted herewith and agree to provide security guard services consistent with the terms of the RFP at the prices identified on the Pricing Sheet.

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

To be signed by authorized company agent acknowledging submittal of RFP. Prices should be typed and shown as instructed on the Proposal Pricing form for each type of service. Errors may be crossed off and corrections made prior to RFP opening only and must be initialed in ink by the person signing this form.

Signature/Title

Area Code / Telephone Number

Type or Print Name

Area Code / Fax Number

Name of Company as Licensed

E-Mail Address

Address

Contractor License No. / Class / Exp. Date

City State Zip Code

The receipt of the following addenda to the specifications is acknowledged:

Addendum No.____ Date_____

Addendum No.____ Date_____

Addendum No.____ Date_____

Addendum No.____ Date_____

PRIME POINT OF CONTACT

RFP No. 21-36
Pest Control Services

Name of Company

Address

Signature

City

State

Zip Code

Print Name

Phone Number

Fax Number

Title

Email Address

NONCOLLUSION DECLARATION

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Date

Name of Firm

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

PIGGYBACK CLAUSE

The Fresno Unified School District hereby authorizes other agencies (including public, private, and charter school districts) to purchase equipment and services under RFP No. 21-36, Pest Control Services and subsequent contract using the same terms and conditions, if it is determined to be in their best interest.

Should such a transaction occur the successful bidder agrees to pay Fresno Unified School District a reasonable 2% administration fee as allowed and provided for in Public Contract Code 20118 and 20652.

Under the terms and conditions of this contract the successful bidder may pass on the 2% administration fee to other agencies only if said fee is included in the quote and/or Purchase Order.

Subsequent buyers using this Bid shall be directly responsible to successful bidder for payment and/or any other financial arrangements involving said transactions.

Acceptance or rejection of this clause will not affect the outcome of this Bid.

By signing below, successful bidder agrees to allow other agencies (including public, private & charter school's districts) to purchase equipment and services using the same terms and conditions of RFP No. 21-36, Pest Control Services and subsequent contract (if required).

Option Granted (Yes) _____

Option Not Granted (No) _____

Company Name

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION

I hereby certify and declare that the undersigned Bidder has reviewed and understands the Information to Bidders, Prohibited Interests/Conflicts of Interest clause, and that Bidder has no business relationship with any member of the Board of Education (“BOE”) that gives any BOE member a financial interest in any contract between Bidder and the DISTRICT, other than a financial interest that qualifies as a “remote interest” or a “noninterest,” and that no Prohibited Interests/Conflicts of Interest exist which violate this clause of the Information to Bidders and thereby preclude Bidder from contracting with the Fresno Unified School DISTRICT. Bidder further understands that the provision of a bid/quote to Bidder over 5 years prior to a BOE member’s election or appointment, without the goods or services included in the bid actually being furnished to Bidder, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a “remote interest” as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with the clause of the Information to Bidders relating to Prohibited Interests/Conflicts of Interest, Bidder understands that if Bidder is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates the clause of the Information to Bidders, Prohibited Interests/Conflicts of Interest, the contract between Bidder and Fresno Unified School DISTRICT may be void, and in such event Bidder may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) Bidder has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in the clause of the Information to Bidders relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned Bidder, 2) I am authorized by Bidder to execute this form on Bidder’s behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: _____, 2020 _____
[Company Name]

[Name and Title of Bidder’s Representative]

[Signature]

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or Vendors in primary covered transactions:

A. The participant or Vendor certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the participant or Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Vendor Company Name

Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

STUDENT SAFETY DECLARATION

Education Code Section 45125.2

I, _____ [name/title], declare as follows:

1. I am a representative of _____ [company], and am authorized to make this declaration on its behalf;
2. Pursuant to Education Code section 45125.2, I shall not permit any employee, agent or subcontractor to have more than limited contact with pupils without taking protective steps as set forth in that section and this declaration.
3. I declare that I have taken one or more of the following protective measures pursuant to Education Code section 45125.2 and General Conditions Section 00 73 19:
 - a. Neither I, my employees, agents nor subcontractors will have more than limited contact with students.
 - b. I have installed or will install a physical barrier at the worksite such that no employee, agent or subcontractor will have more than limited contact with students.
 - c. An employee, agent or subcontractor will continually monitor and supervise all employee(s), agent(s) and subcontractor(s) who will have more than limited student contact. I will **have individual(s) processed through the DISTRICT** to submit fingerprints to the Department of Justice (DOJ) for the monitoring and supervisory of employee(s), agent(s) or subcontractor(s). I will not begin work on the job site until a DOJ cleared supervisor submitted through the DISTRICT is provided on the job site, and I certify that none of these supervisory employees, agents or subcontractors will have been convicted of a felony as defined in Education Code section 45122.1.

I know the above of my own personal knowledge and if called as a witness could competently testify thereto. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed

on _____ [month/year], _____ [day], at _____ [city], California.

Name of Contractor

By: _____

CONTRACTORS CERTIFICATE REGARDING WORKERS COMPENSATION

Labor Code Section 3700 Provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with those provisions before commencing the performance of the work of this Contract.

CONTRACTOR

By

Type/Print Name

Title

Date

(In accordance with Labor Code section 1860, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(Signature)

(Date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Type of Federal Action: contract b. grant cooperative agreement loan loan guarantee loan insurance	Status of Federal Action: bid/offer/application b. initial award c. post-award	Report Type: initial filing b. material change For material change only: Year _____ Quarter _____ Date of last report_
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

PRICING SCHEDULE

Proposal Pricing Form

Pursuant to and in compliance with the contract documents, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done and the drawings and specifications and other contract documents, proposes, and agrees to perform the contract within the time stipulated, including all of its component parts sand everything required to be performed and to provide and furnish any and all of the labor, materials, tools, expendable equipment and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the work all in strict conformity with the drawings and specifications and other contract documents, including all addenda for the sum(s) indicated herein below.

SCOPE OF WORK: PEST CONTROL SERVICES

SECTION A: TOTAL BY LOCATION TYPE AMOUNT

Elementary Schools: 71 sites x _____ = _____

Middle Schools: 16 sites x _____ = _____

High Schools: 13 sites x _____ = _____

Other Sites: 14 sites x _____ = _____

Total Section A \$ _____

Written Amount _____

SECTION B: NUTRITION CENTER LOCATION

Nutrition Center: 1 site x _____ = _____

Total Section B \$ _____

Written Amount _____

Note: ALL ENTRIES SHALL BE LEGIBLE AND SHALL BE TYPEWRITTEN OR PRINTED.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. ___ Date _____

Addendum No. ___ Date _____

Addendum No.____ Date_____

Addendum No.____ Date_____

Contractor: _____

If the bidding contractor is a corporation, state the capacity/title of the corporate office signing and affix the corporate seal; if a partnership all partners should sign under the partnership name on a separate page attached to and made part of the bid. Undersigned bids will not be accepted.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Signature/Title

Area Code / Telephone Number

Type or Print Name

Area Code / Fax Number

Name of Company as Licensed

E-Mail Address

Address

Contractor License No. / Class / Exp. Date

City State Zip Code

Corporate Seal

EXHIBIT 1

Current Pesticide List

Pesticide List	Active Ingredient(s)	Name of Substance	Active Ingredient(s)
Name of Substance			
Advion Cockroach Gel Bait	Indoxacarb; carboxylet 0.6%	JT Eaton Bait Block	Diphacinone
Advion Granule	Indoxacarb 0.22%		
Archer IGR	Pyridine 1.3%	Masterline	Bifethrin 7.9%
Avert Dry Bait	Abamectin 0.050%	MaxForce Granular Bait	Hydramethylnon / Oleic acid
Bedlam	3-phenoxybenzyl; 2 dimethyl; 2methylprop;	NyGuard IGR	2-[1-Methyl-2-(4-phenoxyphenoxy) ethoxyl pyridine 10.0%
BP-100 (ULD)	Pyrethrins;Piperonyl;n-Octy	Orange Guard	d-Limonene (solvent)
CB 80	Pyrethrins; Piperonyl Butoxide	Phantom	Chlorfenapyr 21.45%
Contrac	Bromadiolone 0.005%	Pre Core 2000	Methoprene
Cross Check Plus	Bifenthrin 7.9%		
CrossFire	Clothianidin; Metofluthrin; Piperonyl Butoxide		
Cy-Kick CS	Cyfluthrin 6.0%		
Cyper TC	Cypermethrin		
Cyper WSP	Cypermethrin	Taurus SC	Fipronil 9.1%
DeltaDust	Deltamethrin 0.05%	Tempo SC Ultra	Cyano; Methyl:Cyclopropane carb. 11.8%
Demand CS	Lambda-cyhalothrin 9.7%	Temprid SC	Imidacloprid; N-nitro-2-imidazolidinimine 21.0%
Diphacinone Treated Grain	Diphacinone 0.01%		
Drain Gel	N/A	Terro Ant Bait	Sodium Tetraborate 5.40%
Essentria G (Granular)	Eugenol (Clove Oil) 2.90%	Tribute Total	Halosulfuron-methyl 30.8% Foramsulfuron 19.8%
Essentria IC-3	Rosemary Oil;Geraniol; Pep-permint Oil	Wasp Freeze	d-transAllethrin 0.129%; Phenothrin 0.120%
Exciter	Pyrethrins 6.0%; Piperonyl Butoxide 34.0%	Zenprox EC	Etofeprox 16.2%; Piperonyl butoxide 64.8%
JT Answer for Gophers	Diphacinone		

EXHIBIT 2 PEST CONTROL AGREEMENT

THIS AGREEMENT dated as of _____, 2021 (“Effective Date”), is made and entered into by and between the Fresno Unified School District (“DISTRICT”), and _____ (“PROVIDER”). Pest Control Service shall begin on _____, 2021 through _____, 2023 (“Service Date”).

For the consideration stated below, DISTRICT and PROVIDER agree as follows:

1. The complete Agreement includes and incorporates by reference herein all of the “Contract Documents” including: the Agreement, Request for BID number 21-36, Notice to Bidders, Bid Instructions, General Terms and Conditions, Service Requirements, Pricing Form (Exhibit A), Non-collusion Declaration, No Prohibited Interest/Conflict of Interest Declaration, Contractor’s Certificate Regarding Workers Compensation, Prime Point of Contact, References, and all modifications, addenda, bulletins, and amendments.

2. PROVIDER was selected based on the Evaluation Criteria and passed all criteria elements set forth in the BID. The Pest Control Service shall be an IPM Program which meets all State and Local codes and regulations in addition to the Contract Documents and all provisions of the complete Agreement as herein defined. The PROVIDER shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the PROVIDER shall not be excused with respect to any failure to fully complying with the requirements of the Contract Documents. Internet Service shall be provided in strict accordance with the Contract Documents.

3. Pest Control Service shall be provided for the entire “Service Date” period in accordance with Agreement to the Fresno Unified School District for Pest Control Service districtwide. The Agreement will be for a 3-year term with two 1-year renewal options identified herein as “Service Date”. Pursuant to the provision of California Education Code Section 17596, school districts may execute contracts for services up to five (5) years.

4. As full consideration for the faithful performance of the Agreement, DISTRICT shall pay to Provider, the rates offered in PROVIDER’s Pricing Form submitted with its BID and set forth on the Agreement. Payment terms shall be Net 30 and invoiced monthly against issued purchase order(s) for pest control service satisfactorily provided. In the event any invoices do not match the monthly charge listed in the BID, the DISTRICT reserves the right to withhold any disputed amounts until the billing issues are corrected.

5. Early Termination. Unless stated otherwise, this Agreement may be terminated by the District upon giving thirty (30) calendar days advance written notice of an intention to terminate.
Termination for Cause and Convenience. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the DISTRICT fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, DISTRICT will not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the agreement upon sixty (60) days written notice. Upon such notice, the DISTRICT shall be released of its obligations to make all further installment payments to the PROVIDER.

6. During the term of this Agreement, PROVIDER shall maintain policies of insurance as required by the Contract Documents.

7. PROVIDER shall maintain insurance in accordance with the Contract Documents. PROVIDER shall indemnify, hold harmless and defend DISTRICT, and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from PROVIDER's work under this Agreement or in consequence of the use by DISTRICT of Pest Control Service supplied pursuant to this Agreement.

8. PROVIDER acknowledges that it is an independent contractor and not an employee, agent, or representative of DISTRICT. PROVIDER acknowledges that it shall be solely responsible for and shall indemnify and hold DISTRICT harmless from all matters relating to payment of PROVIDER'S employees, subcontractors and others, including compliance with Social Security, withholding and all other laws and regulations governing such matters.

9. PROVIDER agrees to provide Pest Control service for the "Service Date" at the monthly rates stated in the Pricing Form. Service levels shall be provided as described below:

Pest Control Codes and Regulations

- g. Must meet NSF STANDARD 61.
- h. Must comply with Education Code, sections 17608-17613
- i. Must comply with Food and Agriculture Code, sections 13180-13188
- j. Must comply with the Healthy Schools Act of 2000 (AB 2260)

Minimum Vendor Qualifications

- k. Must have current Pest Management/insecticide License.
- l. Must have current County Pest Management License
- m. Must be IPM Certified with at least 5 years IPM experience.
- n. Vendor must assign an individual and alternate to service District Account. Any addition or replacement of personnel must be approved by the District Contract Administrator.
- o. Vendor must have 24-hour emergency on-call service with a 1hour emergency response time to the site
- p. Vendor must have experience utilizing an IPM program for pest control services for at least 5 years with a minimum of 2 clients of similar industry environment.

10. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. PROVIDER shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. PROVIDER agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

11. Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

12. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Fresno County, California.

13. Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business or by email if provided by District.

14. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the DISTRICT and PROVIDER and their respective successors and assigns.

15. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

16. Entire Agreement. The complete Agreement, as set forth in paragraph 1 herein above, constitutes the entire agreement of the parties. No other agreements, oral or written, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

17. Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

18. Liquidated Damages. Provider must deliver Pest Control Service beginning on the “Service Date” identified herein the Agreement. Liquidated damages will be assessed for each calendar day service is not provided to District beyond the beginning of the “Service Date” at \$250 per each calendar day.

“Liquidated damages,” is expressly understood and agreed to by the parties hereto:

_____ **Vendor’s Initials**

_____ **District’s Initials**

19.0 Performance Penalty. Performance penalty will be assessed at a proportionate cost, on a time basis only, for the pest control services that District fails to receive based from the contract pricing. The District reserves the right to request the Provider deliver a performance bond, acceptable to the District, in the amount of 100% of the yearly Pest Control service fee.

20. Invoicing. Billings must be consistent and accurate with proper and dependable bill cycles. Invoices shall be sent as hard copy printout, disc, CD, or by Internet as requested by the District.

21. All invoices and statement shall read: DISTRICT, c/o Accounts Payable, 2309 Tulare Street, Fresno CA 93721. All invoices shall contain the F.U.S.D. purchase order number. Partial payments will not be made; all receipts must be accounted for and reconciled to PROVIDER’s summary monthly billing.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

FRESNO UNIFIED SCHOOL DISTRICT

Provider

By _____
Santino Danisi, Interim CFO

By _____
[Title]