



Victor Elementary School District

RFP #22/23-002

Professional Pest Control Services - District Wide

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NOTICE OF REQUEST FOR PROPOSALS

The Victor Elementary School District ("District") is requesting qualifications and proposals for the following project, Professional Pest Control Services – District-Wide, RFP No. 22/23-002, ("Project" or "Contract"). The Project consists of all labor, materials, equipment and services necessary to conduct pest management services at all of the District's school sites and administrative offices on a monthly basis as specified in the "Fee Proposal Form" at the end of the document.

Each proposal must conform and be responsive to the requirements of this Request for Proposals ("RFP"), a copy of which is available now at the District's Purchasing Department webpage, www.vesd.net/departments/administrative_services/purchasing.

To submit a proposal and qualifications on this Project, the contractor is required to be registered as a Licensed Pest Control Business, a Licensed Qualified Applicator and completed necessary IPM training as required by the California Department of Pesticide Regulation and the Structural Pest Control Board. The contractor's registration and license(s) must remain active and in good standing throughout the term of the Contract.

Respondents to this RFP should mail or deliver their sealed proposals in an envelope marked with the RFP number and addressed to:

Victor Elementary School District
Attn: Purchasing Department
12219 Second Ave
Victorville, CA 92395

ALL RESPONSES ARE DUE NO LATER THAN August 19, 2022. Late submittals will not be accepted or considered. Fax or email responses will not be accepted.

Submit all questions regarding this RFP in writing to jsharp@vesd.net by August 11, 2022 at 4pm. All responses to valid, submitted questions will be posted to the VESD Purchasing webpage by August 16, 2022 at 4pm.

The District reserves the right to reject any and all submittals. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will the District be responsible for the cost of preparing a response to this RFP. The District also reserves the right to waive any informalities or irregularities in received submittals.

INSTRUCTIONS FOR REQUEST FOR PROPOSALS FOR PEST CONTROL SERVICES – DISTRICT WIDE

INTRODUCTION

The Victor Elementary School District ("District") is a public school district serving students in the communities of Victorville. The District currently serves approximately 12,000 students at eighteen elementary schools.

The District is requesting proposals from vendors to provide pest control services for the District. The contract awarded (if any) will be for an initial one (1)-year term and renewable for four (4), one (1)-year terms, for potentially a total contract term of five (5) years.

SCOPE OF WORK

The District's desired scope of work is generally set forth and attached to this RFP at Attachment 1. The final scope of the project will be incorporated into the District's form of Agreement, which form document is distributed with this RFP as Attachment 2.

PROPOSAL SUBMITTAL REQUIREMENTS

Requirements for contents of submittals are:

1. The proposer shall submit its response in (1) paper bound original. The District may reproduce additional copies as required.
2. District will not accept any proposals or proposal modifications submitted by facsimile or electronic mail transmission.
3. Proposals shall be enclosed in a sealed envelope bearing the RFP name, RFP number and the name of the proposer and submitted on or before the deadline indicated in the schedule to:
Victor Elementary School District
12219 Second Ave
Victorville, CA 92395
Attn: Purchasing Department
4. Proposals submitted in response to this RFP shall become the property of the District and be considered public documents under applicable state law.
5. Any proposer failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.
6. Proposers must complete and submit the included Fee Proposal Form

PROPOSAL REQUIREMENTS

The following table describes the required format and content for the proposal. Proposals must contain all sections described below, in the order shown. Failure to adhere to this outline may eliminate the proposal from further consideration.

1. TRANSMITTAL/COVER LETTER (maximum of 2 pages)

- Provide a letter of introduction signed by an authorized officer of the proposer. If the proposer is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Include a brief description of why your firm is well suited for, and can meet, the District's needs and requirements.
- Clearly identify the individual(s) who are authorized to speak for the proposer during the evaluation process.
- Proposer must include one (1) of the follow statements:

"[INSERT PROPOSER'S NAME] received a copy of the District's form of Agreement ("Agreement") attached as Attachment 2 to the RFP. [INSERT PROPOSER'S NAME] has reviewed the terms, including the indemnity provisions and liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT PROPOSER'S NAME] has no objections to the use of the Agreement."

OR

"[INSERT PROPOSER'S NAME] received a copy of the District's form of Agreement ("Agreement") attached as Attachment 2 to the RFQP. [INSERT PROPOSER'S NAME] has reviewed the terms, including the indemnity provisions and liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT PROPOSER'S NAME] has objections to the use of the Agreement, listed as follows: [IDENTIFY ALL OBJECTIONS]."

- Proposer shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- Proposer shall certify that no official or employee of the proposer has ever been convicted of an ethics violation.
- The Proposer shall sign and add the following language: "By virtue of submission of this proposal, [INSERT PROPOSER'S NAME] declares that all information provided is true and correct."

2. BUSINESS INFORMATION

- Company name.
- Address.

- Telephone.
- Fax.
- Website.
- Name and email of main contact.
- Federal Tax I.D. Number.
- License or Registration Number.
- Type of organization (i.e. corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Number of employees (licensed professionals, technical support), including proposed onsite employees' certifications and training specifications.
- Location of office where the bulk of services solicited will be performed.
- Average response time between request for service and time/date of service.

3. RELEVANT EXPERIENCE

- Provide information about prior services furnished by your firm in the last ten (10) years on a minimum of five (5) K-12 educational projects, and list the following for each project:
 - District name and name of contact person, title, telephone number, and email address to be contacted for a reference.
 - Beginning and end dates of contract.
 - Main program elements, including service schedule, pest prevention methods, unique problems that were solved
 - Original budget, proposal amount & final amount at contract signing.
 - Briefly state relevance of projects included for consideration in this RFP.
 - Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
 - Key individuals of the firm involved and their roles in the project.
 - Any sub-consultants that worked with the firm.

4. TEAM SUMMARY

- Identify key team members, including sub-consultants, and state their

qualifications relevant to the scope of services.

- Each proposal must include evidence that the proposer is legally permitted and properly licensed to conduct business in the State of California and to perform the specific service requested.
- The District expects that the team shall remain intact through the duration of the contract. If a team member must leave, the District reserves the right to approve that team member's replacement.
- Provide names, experience, driver's license and time with the company for each driver that will service our account.

5. LITIGATION HISTORY

Provide a comprehensive five (5)-year summary of the firm's litigation, arbitration and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A proposal failing to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

SELECTION PROCESS

Proposals will be subjected to an evaluation and selection process. The District retains the sole discretion to determine issues of compliance and to determine whether a proposer is responsive, responsible, and qualified. In furtherance of the information presented in the submissions, the District will conduct interviews or issue a supplemental questionnaire with all or a short list of respondents, at District's discretion. Short list will be determined by the committee responsible for evaluating the submissions. After the interviews, if any, the District will identify the firm/team that can provide the greatest overall benefit to the District .

1. Proposals not meeting mandatory requirements or found to be incomplete will not be considered. The District may disqualify any proposer for any reason without explanation.
2. The District may choose to ask clarification questions in writing and include the additional information gathered in this process.
3. Evaluation and rating of the responses will be based on:
 - a. Information provided by the proposer in their response (and interviews, if applicable);
 - b. Information provided by the proposer in response to District clarification questions;
 - c. Information from reference checks;
 - d. Experience and performance history of the firm with similar services;
 - e. Experience and results of proposed personnel;
 - f. On-time delivery track record and response time to District sites;
 - g. Value of services under proposed fees; and

- h. Overall responsiveness of the proposal.
4. The quality of the response(s) will be evaluated using the following criteria:
- a. Completeness
 - b. Thoroughness
 - c. Accuracy
 - d. Compliance with proposal instructions
 - e. Organization and conciseness of descriptive text material
5. RFP proposals will be rated on the following:
- a. Experience, Qualifications, and Knowledge
 - b. Overall Pricing
 - c. Relationship with VESD
 - d. Proposed Products
 - e. References
6. The District may perform investigations of responding parties that extend beyond contacting the references identified in the submittals. The District may request a proposer submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

District reserves the right to reject any or all submittals and to negotiate contract terms with one or more proposers for one or more work items. The District reserves the right to award all, part, or none of the work described in this RFP. Each submittal will be scored by an RFP evaluation committee. The District reserves the right to contract with any entity responding to this RFP for all or any portion of the work described herein, to reject any proposal as non-responsive, and/or not to contract with any proposer for the services described herein. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to contract with any firm not participating in this process.

LIMITATIONS AND DISTRICT RIGHT TO REJECT

The award of a contract, if at all, is at the sole discretion of the District. The District shall in no event be responsible for the cost of preparing a response to this RFP, including any supporting materials. The awarding of the contract(s), if at all, is at the sole discretion of the District.

The proposals, and any other supporting materials submitted to the District in response to this RFP, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submission and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to Michaelis, Montanari, & Johnson v. Superior Court (2006) 38 Cal.4th 1065, proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful proposer have completed negotiations and entered into an agreement, or (2) the District has rejected all

proposals. Furthermore, the District will have no liability to the proposer or any other party as a result of any public disclosure of any proposal.

FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), and Disabled Veterans Business Enterprises ("DVBE") shall be afforded full opportunity to submit proposals in response to this RFQP. No proposer will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation/selection process, or the award of the contract any member of the District Board of Trustees, selection/evaluation committee members, or any member of the District's Citizens' Oversight Committee. Any such contract shall be grounds for the disqualification of the proposer.

MODIFICATIONS

Changes in or additions to the proposal, recapitulations of the work proposed upon, alternative proposals, or any other modification of the proposal which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to propose. No oral or telephonic modification of any proposal submitted will be considered.

EXAMINATION OF RFP DOCUMENTS

Proposers shall thoroughly examine and be familiar with this entire RFP packet. The failure or omission of any proposer to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site shall in no way relieve any proposer from obligations with respect to his proposal or to the contract.

- a. Each proposer, by submitting a proposal, represents that proposer has read and understands the RFP requirements, the Agreement, and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.

DISTRICT REQUIREMENTS

The successful proposer to whom the contract is awarded shall execute and submit the following documents by 5:00 p.m. of the seventh (7th) day following the date of Board approval of the award of contract. Failure to properly timely submit these documents may entitle the District to reject the proposal as being non-responsive.

Required Documentation:

1. Agreement (Form is attached at Attachment 2 to this RFP.)
2. Insurance Certificates and Endorsements (Minimum requirements are set forth in the form of Agreement.)
3. Fingerprinting/Criminal Background Investigation Certification. (Form is enclosed.)
4. Drug-Free Workplace Certification (Form is enclosed.)
5. Workers' Compensation Certification (Form is enclosed.)

OTHER REQUIREMENTS

1. Tobacco-Free and Cannabis-Free Policy. In order to create a clean, healthy environment for students and employees, the District has prohibited the use of tobacco or cannabis products on District sites. All District consultants, contractors and vendors shall inform their employees and agents that are performing services for the District, of the District's objectives of a smoke free environment (Education Code 48901). Form is enclosed.

RFP SCHEDULE SUMMARY

The District reserves the right to change the dates on the schedule without prior notice.

Date	Event
August 1, 2022	District Issues RFP
August 11, 2022 @ 4:00 pm	Deadline to submit written questions to district
August 14, 2022 @ 4:00 pm	Deadline for district to post answers to questions and any addendum
August 19, 2022 @ 4:00 pm	Deadline to submit proposal
August 25, 2022	Interviews with Respondents (If Necessary)
September 1, 2022	Notification to vendor of recommendation to the board
September 7, 2022	Board Award and approval of contract

WE THANK YOU FOR YOUR INTEREST.

SCOPE OF WORK

I. SUMMARY

The District has an Integrated Pest Management ("IPM") program that must be implemented. It is the intent of the District to hire a professional pest control service contractor ("Contractor") that can provide integrated pest management control for the Victor Elementary School District ("District"). The successful contractor shall furnish all labor, work, materials and equipment to implement the monitoring, trapping, treatment and pesticide application aspects of the IPM program. General program requirement shall include but not limited to the following:

1. Monthly Services at all school and support sites
3. Monitoring and inspection
4. Treatment
5. Modification (if necessary)
6. Record keeping/reports
7. Special request and emergency service (for corrective actions beyond routine services)

II. SERVICES

1. Contractor must provide an environment free from, but not limited to, the following pests:
 - Spiders, cockroaches and beetles
 - Crickets, and other hoppers
 - Ants (all species), earwigs, sow bugs, silverfish and other crawling insects
 - Lice, mites, bed bugs, fleas, and other biting insects
 - Wasps, hornets, and other stinging insects nesting in the interior or exterior, up to a maximum height of two (2) stories
 - Flies, moths, and other flying insects
 - Weevils and other food pests
 - Mice and rates, indoor and outdoor.
2. IPM program services shall be performed in all buildings, location listed in the Scope of Work, occupied or unoccupied, including but not limited to basements, crawl spaces, offices, classrooms, storage areas, fields, kitchen, closets, baseboards, multipurpose rooms, plumbing and heating pipes, shelves, elevators, walls/enclosures, cafeteria, food preparation and storage areas, loading platforms, refuse containers, lavatory, shower/bathrooms, hallways, attics and lounge areas.
3. Contractor shall perform a thorough detection program during every pest control service, including, but not limited to crack and crevice inspection and use of a functional flashlight. Following each scheduled service, the Contractor shall submit a written report to the Director of Risk Management, listing any and all areas that remain inaccessible for pest control service such as specific rooms, closets, etc.

4. Scheduled services and inspection should not interrupt institutional activities. Contractor is required to provide necessary services at alternate times, agreeable to the site impacted at no additional cost. Complaints and service visits shall be handled within twenty-four (24) hours after notification and will be at no additional cost to the District.
5. In the event of an emergency infestation, Contractor shall be immediately available for eradication services. Contractor shall provide a quote for their hourly fee for emergency and additional requirements as part of this RFP.

III. REPORTS/DELIVERABLES/BILLING

IPM program service provider shall provide the following:

1. Names of materials used and EPA category (Danger, Warning, Caution) on label.
2. Amount of material used (in units of mass or volume), number of bait stations or traps.
3. Location of traps, bait stations, pest control devices.
4. Detailed listing of all chemical products used to service the District and school sites.
5. Quality Assurance report that may include observations, monitoring and inspection notes.
6. Sanitation Report to the Director of Risk Management
7. Invoice must provide location, date and type of pest problem treated.
8. Annual report that will recap IPM program for the period of the contract year.

IV. PERFORMANCE REQUIREMENTS

1. Contractor shall use proper equipment and material to render the pest control services to ensure the safety of all human life, livestock and the environment. It is to be clearly understood that the equipment and pesticide used during the course of the contract are to be within safe and legal guidelines.
2. Contractor shall notify the site designee of any precautionary actions, if any, that may need to be taken, especially where there may be chemically sensitive staff or students in the vicinity.
3. All pesticide used shall be non-flammable, secured when unattended, and registered by the United States Environmental Agency (EPA) and the State of California.
4. Contractor shall be responsible for removing and disposing of materials, pesticides or equipment after treatment is completed. Contractor may not store pesticides or equipment on any of the school site or District property.
5. Pesticide application shall be according to need, and not by a routine schedule, unless it is part of a regular preventive pesticide treatment or maintenance program in areas determined to be at risk for infestation by insects or rodents and based upon an inspection at the outset of the

program.

6. SPECIAL REQUIREMENT: clearance requirement from Department of Justice is required for anyone that may have contact with students (Education Code 45125.1). It is highly desirable that the same technician(s) is assigned to the same school site during the entire term of the contract.
7. START UP: Contractor will be given a sixty (60) day grace period in order to eliminate pest problems that may have been present prior to the award of contract. During this grace period, the District will not process complaints for failure to meet performance requirements to these specifications. This period shall give the Contractor sufficient time to start and thoroughly service all locations. The grace period will begin at the contract term start date and continue for sixty (60) consecutive days thereafter. If, within the sixty (60) day grace period, the pest control problem is determined to be on the increase or shows no improvement, the District may terminate the Contractor's contract.
8. Accident Report: Contractor shall report immediately in person and in writing, all accidents whatsoever arising out of and/or in conjunction with the performance of the work, whether on and/or adjacent to any District facility or school sites.

V. MINIMUM STANDARD REQUIREMENTS

1. All on-site pest control service providers must be certified pesticide applicators.
2. Services must be performed monthly.
3. Bait formulations, traps, vacuuming, sanitation and exclusion techniques should be emphasized for insect control as part of the IPM policy and program.
4. Traps, sanitation and exclusion techniques should be emphasized for rodent control.
5. Exclusion techniques should be emphasized for pigeon control.
6. Pesticides should be used ONLY IF adequate control cannot be achieved with alternative types of treatment.
7. Pesticide use must always consist of the least toxic material, most precise application technique, and minimum quantity of material necessary to achieve pest control.
8. Contractor must provide LABELS and MSDS sheets for every chemical used on the premises to the Director of Risk Management.
9. Pesticides and any other materials used must be handled in strict accordance with Federal, State and Local Ordinances. The applications must be consistent with the Good Practice Statements of the National Pest Control Association.

VI. WORK SCHEDULE

THE SCHEDULE FOR ON-SITE VISITS OR ANY ON-CALL OR EMERGENCY CALLS MUST BE ARRANGED WITH AND APPROVED BY THE DIRECTOR OF RISK MANAGEMENT, OR THEIR DESIGNEE AT EACH SITE, OF DISTRICT.

VII. PROJECT LOCATIONS

Brentwood	13962 Hook Boulevard	Victorville, CA 92392
Challenger	14777 Hopland Street	Victorville, CA 92392
Del Rey	15332 Del Rey Drive	Victorville, CA 92395
Discovery	13247 Amethyst Road	Victorville, CA 92392
Endeavour	12403 Ridgecrest Rd.	Victorville, CA 92395
Galileo	15999 Warwick Street	Victorville, CA 92395
Green Tree	17246 Gibraltar Drive	Victorville, CA 92395
Irwin	14907 So. Mojave Drive	Victorville, CA 92395
Liberty	12900 Amethyst Road	Victorville, CA 92392
Lomitas	12571 First Avenue	Victorville, CA 92395
Mojave Vista	16100 Burwood Avenue	Victorville, CA 92395
Montessori	17000 Silica Drive	Victorville, CA 92395
Park View	13427 Cahuenga Road	Victorville, CA 92392
Puesta Del Sol	15887 Academy Street	Victorville, CA 92392
RB21	15456 El Evado Road	Victorville, CA 92392
SSP	15476 Sixth Street	Victorville, CA 92395
Village	14711 Mojave Drive	Victorville, CA 92392
West Palms	14375 Del Gado Road	Victorville, CA 92392
DO - New	12219 2nd Avenue	Victorville, CA 92396
Nisqualli	15115 Nisqualli Road	Victorville, CA 92397
M&O	14875 So. Mojave Drive	Victorville, CA 92398
Transportation	12393 Locust Avenue	Victorville, CA 92399
DO - Old	15579 8th Street	Victorville, CA 92400

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: between Victor Elementary School District ("District") and ("Contractor") ("Contract" or "Project").

Labor Code section 3700, in relevant part, 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 by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, 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 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 such provisions before commencing the performance of the Work of this Contract.

Date:

Name of Contractor:

Signature:

Print Name:

Title:

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: between Victor Elementary School District ("District") and ("Contractor") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Contractor pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. 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 actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the

performance of the Contract

be given a copy of the statement required by section 8355(a), and require that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date:

Name of Contractor:

Signature:

Print Name:

Title:

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: between Victor Elementary School District ("District") and ("Contractor") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Contractor.

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 that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby 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.

Date:

Name of Contractor:

Signature:

Print Name:

Title:

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: between Victor Elementary School District ("District") and ("Contractor") ("Contract" or "Project").

1. Contractor hereby certifies 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.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. 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 (0.1%) asbestos shall be defined as asbestos-containing material.
4. 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.
5. 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.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date:

Name of Contractor:

Signature:

Print Name:

Title:

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: between the Victor Elementary School District ("District") and ("Contractor"); Agreement dated, _____, 20__ ("Agreement").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor. Contractor certifies that it has taken at least one of the following actions with respect to the work that is the subject of the Agreement ("Work") (check all that applies):

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date:

District Representative's Name and Title:

District Representative's Signature:

- The Contractor, who is not a sole proprietor, 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 may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

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, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:

Name:

Title:

NOTE: If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by the DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date:

District Representative's Name and Title:

District Representative's Signature:

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date:

District Representative's Name and Title:

District Representative's Signature:

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:

**INDEPENDENT CONTRACTOR
AGREEMENT FOR NON-CONSTRUCTION
SERVICES**

•

This Independent Contractor Agreement ("Agreement") is made as of _____, 20__, between the Victor Elementary School District ("District") and _____ ("Contractor") (together, "Parties").

WHEREAS, the District is authorized by California Government Code section 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required.

WHEREAS, the District is in need of those services and/or advice.

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis as set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall furnish to the District pest control services, as described in **EXHIBIT A**, attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Contractor shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and approval or ratification of District's governing board, though _____, 20 . Should the Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Contractor's risk, as a volunteer unless the Agreement is so approved or ratified.
3. **Compensation.** Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for services actually performed. Invoices must reference the corresponding Purchase Order number.
4. **Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District. All original curricular materials provided in conjunction with Contractor Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.

5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. By checking the applicable box below, Contractor hereby represents and warrants to District the following:
 - a. Contractor and its Contractor Parties are and shall be residents of the State of California or are otherwise exempt from withholding. To the extent an exemption is sought, the Contractor will provide the District with appropriate evidence including, without limitation, FTB Form 590. The Contractor shall still be responsible for payment of all state and federal taxes.
 - b. Contractor and Contractor Parties are not residents of the State of California or otherwise exempt from withholding, and Contractor authorizes District to withhold from all payments made to Contractor under this Agreement all taxes required to be withheld by law. [See, e.g., California Revenue & Taxation Code section 18661, et seq.]
6. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
7. **Certifications, Permits, and Licenses.** Contractor represents and warrants to District that Contractor and all of the Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.
8. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. The 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.
10. **Work Product.** The Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.
11. **Confidentiality.** The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

12. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

13. Termination.

13.1 With Cause by District. District may terminate this Agreement upon giving written notice of intention to terminate for cause. Cause shall include:

- i. material violation of this Agreement by the Contractor;
- ii. or any act by Contractor exposing the District to liability to others for personal injury or property damage;
- iii. or Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

13.2 Without Cause by District. District may, at any time, with or without reason, terminate this Agreement upon fifteen (15) days written notice and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services completed to date.

13.3 Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

14. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and Contractors and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

15. **Insurance.** The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance:
- a. **General Liability.** One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.
 - b. **Automobile Liability Insurance.** One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising from performing any portion of the Services by Contractor.
 - c. **Workers' Compensation and Employers' Liability Insurance.** For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, Contractors, trustees, and volunteers.
 - d. **Other Insurance Provisions**
 - i. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - ii. The District, its representatives, Contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional

Insureds”) are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of Service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

- iii. For any claims related to the projects, the Contractor’s insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor’s insurance and shall not contribute with it.
- iv. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- v. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
- vi. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.**15.3.1.** Contractor shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

vii.

16. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

- a. **Limitation of District Liability.** Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, 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, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- b. **Compliance with Laws; Effect of Noncompliance.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement 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 the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement 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.

17. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Contractor or its employees will have contact with students during the provision of services under this Agreement. If, at a future time, Contractor will have contact with any pupils, Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of Contractor Parties regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

If Contractor is a sole proprietor, and, at a future time, it is determined that Contractor will have contact with any pupils, Contractor and all of the Contractor Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

18. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or electronic transmission, addressed as follows:

<p><u>If to District:</u> Victor Elementary School District Attn: Ashley Pele 12219 Second Ave Victorville, CA 92395 760-245-1691 apele@vesd.net</p>	<p><u>If to Contractor:</u> Name Attn: Address: Phone: Email:</p>
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Any notice personally given or shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. All notices must be accompanied by a courtesy copy sent via email.

19. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **Integration; Entire Agreement of Parties; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This agreement is not valid until approved/ratified by Pajaro Valley Unified School Board of Education. Services shall not be rendered until Agreement is approved.
22. **Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County where the District's administrative offices are located.
23. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the 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. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
24. **Attorney Fees; Costs.** Should litigation be necessary to enforce any terms or

provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

25. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
27. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
28. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit and attachment attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

<p>DISTRICT:</p> <p>Dated: _____, 20__</p> <p>Victor Elementary School District</p> <p>_____</p> <p>SIGNATURE</p> <p>_____</p> <p>PRINT NAME</p> <p>_____</p> <p>PRINT TITLE</p>	<p>CONTRACTOR:</p> <p>Dated: _____20__</p> <p>[INSERT NAME OF CONTRACTOR]</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>PRINT TITLE</p>
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Information Regarding Contractor:

License No.: _____

Address: _____

Telephone: _____

E-Mail: _____

Contractor's State of Residence: _____

State in which Contractor is licensed to do business: _____

Type of Business Entity:

Individual

Sole Proprietor

Partnership

Limited Partnership

Corporation

State: _____

Limited Liability Company

Other: _____

Employee Identification Number: _____

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.

Fee Proposal Form for Pest Control Services

RFP # 22/23-002

Routine Maintenance at the following locations:

Site	Address	Monthly Cost
Brentwood	13962 Hook Boulevard	
Challenger	14777 Hopland Street	
Del Rey	15332 Del Rey Drive	
Discovery	13247 Amethyst Road	
Endeavour	12403 Ridgecrest Rd.	
Galileo	15999 Warwick Street	
Green Tree	17246 Gibraltar Drive	
Irwin	14907 So. Mojave Drive	
Liberty	12900 Amethyst Road	
Lomitas	12571 First Avenue	
Mojave Vista	16100 Burwood Avenue	
Montessori	17000 Silica Drive	
Park View	13427 Cahuenga Rd.	
Puesta Del Sol	15887 Academy Street	
RB21	15456 El Evado Road	
SSP	15476 Sixth Street	
Village	14711 Mojave Drive	
West Palms	14375 Del Gado Road	
DO - New	12219 2nd Avenue	
Family Resource Center	15115 Nisqualli Road	
M&O Warehouse	14875 So. Mojave Drive	
Transportation	12393 Locust Avenue	
DO - Old	15579 8th Street	

As Needed Services	Total Cost Per Service
Interior and Exterior Rodent Control	
Yellow Jacket Baiting	
Removal of Beehives	
Removal of dead or dying animals	
Pigeon Abatement	
Ground Squirrel Trapping	
Skunk, Racoon, Opossum, Feral Cat trapping	
Ground Squirrel Abatement	