

EXHIBIT C

BID ACKNOWLEDGEMENT FORM

1. Pursuant to and in compliance with this bid, and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed and to provide and furnish any and all of the labor, materials, tools, equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this contract.

All in strict conformity with the specifications and other contract documents including any addendums for the amounts as set forth below.

2. It is understood that this bid, once approved by the Newport-Mesa Unified School Dist. Board of Education, is an annual contract to provide goods and/or services the District per this bid for a period of one year from the Board approval date. Any extension beyond the initial year must be Board approved.

3. Bidder must adhere to the delivery schedule included in the bid documents, unless otherwise changed in writing by the District and provide all necessary insurance certificates as required in the bid documentation.

4. It is understood that the District reserves the right to reject this bid as specified in the Instructions For bidders and that the bid shall remain open and not be withdrawn for a period of sixty (60) days.

5. The District desires the right and option to extend any contract awarded hereunder for a period of one year from date of expiration, under the same price, terms, and conditions.

Date: 3/19/20

Proper Name of Bidder

Animal Pest Management Services, Inc.

By

Dan Fox

President

Dan Fox
Secretary

Dan Fox
Signature of Bidder

Note: If a bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his full signature shall be placed above.

EXHIBIT B

BID FORM

SITE NAME	TOTAL COST OF SERVICES
Newport Elementary	\$39,506.25
College Park Elementary	\$24,402.00
Eastbluff Elementary	\$17,713.50
Mariners Elementary	\$27,268.50
<i>Total Bid for All Sites</i>	\$108,890.25

EXHIBIT B**BID FORM**

SITE NAME	TOTAL COST OF SERVICES
Newport Elementary	\$39,506.25
	Thirty-nine thousand five hundred six dollars and twenty five cents
College Park Elementary	\$24,402.00
	Twenty-four thousand four hundred two dollars and zero cents
Eastbluff Elementary	\$17,713.50
	Seventeen Thousand Four Hundred Two Dollars and Fifty Cents
Mariners Elementary	\$27,268.50
	Twenty Seven Thousand Two Hundred Sixty Eight Dollars and Fifty Cents
<i>Total Bid for All Sites</i>	\$108,890.25
One Hundred Eight Thousand Eight Hundred Ninety and Twenty Five Cents	

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Public Contract Code section 7106)

The undersigned declares:

I am the President of Animal Pest Management Services, Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 03/20/2020 [date], at Chino [city], California [state].



Signature

Dan Fox


Print Name

*** DESIGNATION OF SUBCONTRACTORS FORM**

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Number
Fumigation	Your Way Fumigation	41880 Kalmia St, Suite 170 Murrieta, CA 92562	PR1880

DATED: 3/19/20

Animal Pest Management Services, Inc.
Proper Name of Bidder

By: Dan Fox
President

(Signature of Bidder)

Address: 13655 Redwood Court
Chino, CA 91710

Phone: (800)344-6567

*** NON-COLLUSION DECLARATION**
(Prime Bidder)

STATE OF CALIFORNIA

County of San Bernardino being first duly sworn, deposes and says that he/she is
President of Animal Pest Management Services, Inc.,
(Title) (Name of Bidder)

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




(Signature)

Dan Fox

(Typed Name)

SUBSCRIBED BEFORE ME on this 20 day of March, 2020


(Notary Public)

My Commission Expires:

August 31, 2021
(Expiration Date)

*** BID GUARANTEE FORM**

Accompanying this proposal is cash, a cashier's check or a certified check payable to the order of the Newport-Mesa Unified School District in an amount equal to ten percent (10%) of the submitted bid price.

This cash or the proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's GOVERNING BOARD, and the undersigned fails to execute a contract with and furnish the sureties required by the District within the required time; otherwise, said cash or check is to be returned to the undersigned.

Animal Pest Management Services, Inc.

Bidder

*** SUBSTITUTION REQUEST FORM**

Project: 1920-037 Pest Control Fumigation Services

Newport-Mesa Unified School District

Pursuant to Public Contract Code Section 3400, bidder hereby requests substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

Specified Item	Requested Substituted Item	Agree to Provide Specific Item In the Event Request is Denied ¹		District Decision	
		(circle one)		(circle one)	
1. N/A		Yes	No	Grant	Deny
2.		Yes	No	Grant	Deny
3.		Yes	No	Grant	Deny
4.		Yes	No	Grant	Deny
5.		Yes	No	Grant	Deny
6.		Yes	No	Grant	Deny
7.		Yes	No	Grant	Deny
8.		Yes	No	Grant	Deny
9.		Yes	No	Grant	Deny


1 Bidder must state whether bidder will provide the Specified Item in the event that District denies the request for substitution. If bidder states that bidder will not provide the Specified Item in the event their request for substitution is denied, bidder's bid will be considered non responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for substitution is denied, bidder shall execute the Agreement and provide such Specified Item(s) and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bond will be forfeited.

This Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and (6) will require no change of the construction schedule.

The undersigned states that the following paragraph, unless modified on attachments, are correct:

1. The proposed substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.

Name of Bidder: Animal Pest Management Services, Inc.

By: Dan Fox, 

District: _____

By: _____

*** CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

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:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. 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 employees.

I am aware of the provisions of Labor Code Section 3700 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 provision before commencing the performance of the work of this contract.

Animal Pest Management Services, Inc.

Proper Name of Bidder

By: 

Dan Fox, President

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY

TO: Newport-Mesa Unified School District

RE: Bid Number: #103-20

PEST CONTROL FUMIGATION SERVICES

Please be advised that with respect to the above-referenced PROJECT the undersigned CONTRACTOR on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Animal Pest Management Services, Inc.
Contracting Party

Dan Fox / President
Name of Agent/Title

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the District within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 18 of the General Conditions.

1. **General Liability Insurance:** Certificate of Insurance with all specific insurance coverages set forth in Article 18 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 18 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (11/85) or ISO CG 20 10 (10/93) or their equivalent as determined by the District.

Incidents and claims are to be reported to the insurer at:

Attn:	<u>Melisa Turner</u>	<u>Office Manager</u>
	(Title)	(Department)
	<u>Animal Pest Management Services, Inc.</u>	
	(Company)	
	<u>13655 Redwood Court</u>	
	(Street Address)	
	<u>Chino</u>	<u>CA</u>
	(City)	(State)
	<u>(909) 591-9551</u>	<u>91710</u>
	(Telephone Number)	(Zip Code)

2. **Workers' Compensation/ Employer's Liability Insurance:** Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 18 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 18 or the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: <u>Melisa Turner</u>	<u>Office Manager</u>	
(Title)	(Department)	
<u>Animal Pest Management Services, Inc.</u>		
(Company)		
<u>13655 Redwood Court</u>		
(Street Address)		
<u>Chino</u>	<u>CA</u>	<u>91710</u>
(City)	(State)	(Zip Code)
<u>(909) 951-9551</u>		
(Telephone Number)		

4. DTSC 8038 certificate or MCS-90 endorsement for hazardous materials transport insurance coverage per local, state, and federal limits with the District listed as additional insured. In addition the CONTRACTOR ,throughout the term of this contract, shall provide the District with a valid certificate of insurance stating that there is pollution liability insurance presently in effect for the CONTRACTOR and any subcontractors with limits of not less than \$1,000,000.00 per claim covering the CONTRACTOR's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred arising out of work or services to be performed under this contract. Coverage shall be provided for both work performed on site as well as proper disposal of hazardous materials.

DATE: 3/19/20

Animal Pest Management Services, Inc.
CONTRACTOR

By: 
Signature

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Sections 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 performing 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.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency 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; and
 - 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 by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.


I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such 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 Sections 8350 et. seq.

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

DATE: 3/19/20

Animal Pest Management Services, Inc.
CONTRACTOR

By: 
Signature

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE and
TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

3/19/20

Animal Pest Management Services, Inc.

CONTRACTOR

By: _____

[Signature]

Signature

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

Animal Pest Management Svcs, Inc. certifies that it has performed one of the following:

[Name of contractor/consultant]

- ☒ Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Newport-Mesa Unified School District, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☐ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ 1) The installation of a physical barrier at the worksite to limit contact with pupils.
 - ☐ (2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date 3/19, 2020

Animal Pest Management Services, Inc.
[Name of Contractor/Consultant]



By its: President

ATTACHMENT "A"

Richard J Duffy
Gary Munoz
Eric Hagar
Jose Lopez
Thayde Hernandez
Brandon Roybal



Newport-Mesa
Unified School District

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 1 PEST CONTROL FUMIGATION SERVICES

BID No. 103-20

NEWPORT MESA UNIFIED SCHOOL DISTRICT
2985 BEAR ST., BLDG.-A
COSTA MESA, CALIFORNIA 92626

March 20, 2020

The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified:


Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

1. **CHANGE:** *Due to current state-wide lockdown conditions this bid opening will be changed to Friday April 3 at 2:00 p.m.*

All other provisions of the RFQ remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

Name: Dan Fox

Signature: 

Firm Name: Animal Pest Management Services, Inc.

Address: 13655 Redwood Court
Chino, CA 91710

Telephone #: (800)344-6567

Fax #: _____

(END OF ADDENDUM NO.1)